

# NANTUCKET MEMORIAL AIRPORT COMMISSION

May 9, 2016

## Agenda

1. Announcements
  - a. This Meeting is Being Audio & Video Recorded
2. Review and Approve:
  - a. Agenda
  - b. 4/2-4/5/16 Draft ATM Minutes - Pending
  - c. 4/19/16 Draft Minutes
  - d. Ratify 5/4/16 Warrant
3. **020916-1** Public Hearing to consider Proposed Revisions to Rates & Charges
4. Public Comment
5. Pending Matters
  - a. **042214-2** Formerly Used Defense Site (FUDS) Status
  - b. **011216-1** Emily Air LLC Request for Sub-Lease to Fly Blade, Inc.
  - c. **011315-2** General Fund Repayment Proposal and Discussion of In-Kind Services
6. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
7. Environmental Report – Mr. Karberg
  - a. Noise Abatement Program Update
  - b. TON Solar Initiative
8. **122215-1** Air Service Update
9. **050916-1** Crew Quarters Development Plan
10. **050916-2** Legal Counsel Discussion
11. Manager's Report
  - a. Project Updates
    - i. Modernization of the Air Traffic Control Tower
  - b. RFP/Bid Status
  - c. Operations Update
  - d. Statistics
  - e. Personnel Report
12. Commissioner's Comments
13. Public Comment
14. Executive Session – G.L. c.30A, §21 (a)
  - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 5/28/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14, 6/24/14, 11/25/14, 2/24/15, 3/10/15, 4/14/15, 5/12/15, 6/9/15, 7/14/15, 8/11/15, 9/8/15, 10/13/15, 11/10/15, 12/8/15, 12/22/15, 1/12/16, 1/19/16, 2/9/16 and 3/9/16 for possible release; and 4/19/16 for review and possible release, and
  - b. Clause 6: To consider the purchase, exchange, lease or value of real property with respect to Exhibit A. The Chair has determined that an open session may have a detrimental effect on the negotiation position of the Airport Commission, and
  - c. Clause 3 & 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation and/or litigation position of the Airport Commission.



Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

**AIRPORT COMMISSION MEETING**

**April 19, 2016**

The meeting was called to order at 5:00 pm by Chairman Daniel Drake with the following Commissioners present: Jeanette Topham, Arthur Gasbarro, and Anthony Bouscaren. Andrea Planzer participated by phone due to geographical distance.

The meeting took place in the Nantucket Memorial Airport General Aviation/Administration Building, 2nd floor Conference room 14 Airport Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, Janine Torres, Office Manager, and Mae Williams, Administrative Assistant.

Mr. Drake announced the meeting was being audio recorded.

Mr. Drake asked for comments on the Agenda. Hearing none, the Agenda was adopted.

Ms. Topham made a **Motion** to approve the minutes of 3/9/16. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Bouscaren – Aye  
Ms. Planzer – Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

Mr. Drake noted the minutes from ATM, 4/2/16 and 4/5/16 are still pending.

Mr. Bouscaren made a **Motion** to ratify the warrants of 3/23/16 and 4/6/16 and to approve the warrant of 4/20/16. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Bouscaren – Aye  
Ms. Planzer \_ Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

**Public Comment** – None

### **Pending Matters**

**042214-2 Formerly Used Defense Site (FUDS) Status** – Mr. Rafter indicated the written release from the Army Corps of Engineers is still pending.

**011216-1 Emily Air LLC Request for Sub-Lease to Fly Blade, Inc.** – Mr. Rafter reported the sub-lease had been forwarded to MassDOT. Square footage discrepancy was found in comparing the sub-lease to the main lease and an Amendment to correct the square footage in the main lease will be forthcoming. Other minor adjustments, i.e. address change and request for a change of aircraft will be addressed.

Mr. Boscaren made a **Motion** to approve the sub-lease from Emily Air to Fly Blade subject to the approval from Massachusetts Department of Transportation (MassDOT). **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Boscaren – Aye  
Ms. Planzer \_ Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

**011315-2 General Fund Repayment Proposal and Discussion of In-Kind Services** – Mr. Rafter presented a red-line copy addressing the value of the in-kind services approved by Brian Turbitt, Town Finance Director. If approved by the Commission, the MOU will be presented to the Board of Selectmen.

Mr. Boscaren made a **Motion** to approve the Memorandum of Understanding between the Nantucket Board of Selectmen and Nantucket Memorial Airport Commission subject to receiving approval of the Federal Aviation Administration (FAA) and Massachusetts Department of Transportation (MassDOT). **Second** by Ms. Topham and **Passed** unanimously by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Boscaren – Aye  
Ms. Planzer \_ Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

### **Pending Leases and Contracts**

Mr. Rafter presented the following Leases and Contracts:

- ➔ **Tradewind Aviation, LLC** – 2016 FBO Lease Agreement for \$11,500 rent, plus \$1,500.00 Annual Business Fee, plus Landing and Ramp fees.
- ➔ **Republic Airline Inc. DBA American Eagle** – 2016 Seasonal Airline Agreement for \$12,000.00 plus \$1,500.00 Annual Business Fee, plus Landing fees.
- ➔ **Jet Blue Airways Corporation** – 2016 Seasonal Airline Agreement for \$18,000.00 plus \$1,500.00 Annual Business Fee, plus Landing fees.
- ➔ **American Airlines** – 2016 Lease Agreement for office space, \$6,960.00 plus \$1,500.00 Annual Business Fee.

Mr. Boscaren made a **Motion** to approve all Leases set forth. **Second** by Mr. Gasbarro and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Bouscaren – Aye  
Ms. Planzer \_ Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

- ➔ **Stowe Enterprises, LLC DBA Fresh Air Services** – 2016 License Agreement to perform aircraft detailing services, \$1,500.00 Annual Business Fee plus 20% of Cleaning Fees.
- ➔ **Go Figure Barre Studios** – 2016 Beach License Agreement to conduct exercise classes on Nobadeer Beach, \$1,500.00 Annual Business Fee.

Mr. Bouscaren made a **Motion** to approve all License agreements set forth. **Second** by Mr. Gasbarro and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Bouscaren – Aye  
Ms. Planzer \_ Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

- ➔ **Jacobs Engineering Group, Inc.** \$29,077.00 engineering services Contract related to Airport Improvement Program (AIP): Install Computer Stations and Interactive Employee Training System.
- ➔ **Jacobs Engineering Group, Inc.** \$58,434.00 engineering services Contract related to AIP: Upgrade Public Address (PA) System and Flight Information System (FIDS).
- ➔ **Jacobs Engineering Group, Inc.** \$216,149.00 engineering services Contract related to AIP: Airfield Electrical Vault Modifications.
- ➔ **Franklin Paint Company** Contract for \$5,130.00 to supply FAA compliant paint for runway and taxiway markings.
- ➔ **Kobo Utility Construction Corp.** – for 3-year on-call services Contract for airfield lighting & vault testing & repair, not to exceed \$123,562.50.

Mr. Drake expressed concern regarding Jacobs Engineering's lack of attentiveness and thoroughness. Discussion regarding alternatives to create competition and improve the level of service was had.

Ms. Topham made a **Motion** to approve the Contracts set forth. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Bouscaren – Aye  
Ms. Planzer \_ Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

**030816-2 Flat Roof Building Future Use Discussion** – Mr. Rafter reviewed potential summer uses that will be considered in evaluating the future of the building, including use as a freight facility. Mr. Gasbarro added that it is hard to discount any potential revenue. It was determined to use the building in some manner through this summer and make a long-term decision in the fall.

**122215-1 Air Service Update** – Mr. Rafter noted a focus group made up of Chamber of Commerce members has been established and will meet on Wednesday, April 20, 2016 at the Chamber of Commerce to discuss air service needs.

Jet Blue's need for an additional terminal counter space has been resolved for this season. A long-term plan may still be needed.

Island Shuttle, a potential new carrier, is negotiating with Bill McGrath regarding the freight hanger and aircraft rental; and, is awaiting approval from the Federal Aviation Administration (FAA) to start service to Hyannis and New Bedford this summer.

**041216-1 FY16 3<sup>rd</sup> Quarter Financials** – Mr. Rafter presented the FY16 3<sup>rd</sup> quarter financials noting \$1.122M of Retained Earnings were authorized at Annual Town Meeting (ATM) to be transferred to cover operating expenses as well as \$1.041M were authorized to be transferred from excess Fuel Revolver funds.

### **Manager's Report**

#### **Project Updates**

- ➔ Air Traffic Control Tower – Mr. Rafter reported the new completion date is scheduled for May 19<sup>th</sup> and the FAA will require at least a month further to install their equipment into the tower cab. Mr. Rafter requested the Commission ratify change order #12 for addition of a circuit breaker (\$1,113); approve change order #14 for required VCT flooring in the electronics room (\$23,297); and, approve, in theory, the additional expenses associated with the projects time extension which the final amount is not yet determined, but will be lower than the \$40K presented.

After brief discussion, Ms. Topham made a **Motion** to ratify Change Order #12, and approve Change Orders #13 and #14 subject to available funding and appropriate negotiations of Change Order #13. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Bouscaren – Aye  
Ms. Planzer – Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

- ➔ Bids for Airport Improvement Projects (AIP) Vault Room Rehabilitation, Interactive Employee Training, and Public Address/Flight Information Display System are due on April 27, 2016.
- ➔ New FBO Software has been put on hold but other improvements, such as tablets in the fuel trucks to improve efficiency, are moving forward.
- ➔ The Airport has filed an application with the Zoning Board of Appeals to erect a temporary tent near the FBO to better organize passengers and baggage of high volume general aviation carriers.
- ➔ Funds for the Capital Improvement Projects that were approved at the 2016 Annual Town Meeting will be available July 1, 2016.

#### **RFP/Bid Status**

- ➔ Contracts for the winning bidder for Heating Ventilation Air Conditioning (HVAC), Oil Burner and Geothermal Systems repair and maintenance are under review by Town Procurement and should be available at the next Commission meeting.
- ➔ Passenger boarding ramp bids are due on April 20, 2016.

- On-call engineering RFP is near completion.
- Airport Gas RFP is being reviewed.
- Sun Island Road RFP is still a work in progress.
- A draft an employee housing proposal has been sent to FAA for approval.

#### **Operations**

- Melissa Murphy, the new Visitors Services Director, gave us a proposal to have two (2) Ambassadors to direct people traffic during peak time. However, this would be an airport budget expense. Police Chief Bill Pittman suggested using seasonal Law Enforcement Officers to monitor vehicular traffic during peak times at no additional cost to the Airport.
- Maintenance is looking into moving the Jet Blue kiosks to the hallway directly across from their ticket counter.
- Federal Aviation Administration (FAA) Part 139 Inspection is scheduled for June 8-10, 2016.
- Mr. Karberg is continuing to work with Natural Heritage on concerns that were addressed at the Technical Advisory Committee.
- The fire suppression system at the Airport's Fuel Farm malfunctioned twice since last Friday and was dispensing foam.
- Letters of thanks were received by the Fire and Police Departments for our assistance in recent brush fire in the Moors and missing person search.

#### **Statistics – Mr. Rafter reviewed the February 2016 overall statistics.**

- Operations are up 4.61% from February 2015. Year-to-date is up .43%
- Enplanements are down 49.58% from February 2015. Year-to-date is down 10.58%.
- Jet A gallons sold is up 151% from February 2015. Year-to-date is up 4.89%.
- Jet A gallons sold is up 66.67% from March 2015.
- AvGas gallons sold is up .65% from February 2015. Year-to-date is up 6.53%.
- AvGas gallons sold is up 40.78% from March 2015.
- Freight is down 38.01% from February 2016. Year-to-date is down 10.11%.
- 2 Noise complaints filed in March 2016.

Discussion regarding monitoring freight took place.

#### **Personnel Report – Mr. Rafter reported:**

- 
- Operations is in need of one (1) Line Service summer employee.

#### **Commissioners Comments**

After discussion, the May 2016 Airport Commission Meeting is rescheduled to Monday, May 9<sup>th</sup>; and the June 2016 Airport Commission Meeting is rescheduled to June 7, 2016 to assure the presence of a quorum. Time and venue to be determined.

Mr. Gasbarro commented on the TAC meeting mentioned under the Manager's Operations report. He believes Natural Heritage negative comments made at the meeting were due to years of lack of compliance by the Airport. Mr. Rafter added Mr. Karberg has engaged the FAA and MassDOT on the conflicting mowing issues.

Mr. Gasbarro is pleased with the effort made towards having signed airline leases and would like to see all leases signed and executed prior to service beginning.

#### **Public Comment**

None

Having no further business for Open Session, Mr. Bouscaren made a **Motion** to go into Executive Session, under G.L. Chapter 30A, Section 21A, not to return to Open Session, to review Executive Session Minutes as enumerated on the Agenda; Clause 6 – to consider the purchase, exchange, lease or value of real property with respect to Exhibit A of the Airport Layout Plan and under Clauses 3 & 6 to consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation/litigation position of the Airport Commission. **Second** by Ms. Topham and **Passed** by the following roll-call vote:

Mr. Gasbarro - Aye  
Mr. Bouscaren – Aye  
Ms. Planzer – Aye  
Ms. Topham – Aye  
Mr. Drake – Aye

Meeting adjourned at 6:30 pm

Respectfully submitted,

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Mae R. Williams, Recorder

**Master List of Documents Used**

4/19/16 Agenda including Exhibit 1  
3/9/16 Draft Minutes  
3/23/16 Warrant Signature Sheet  
4/6/16 Warrant Signature Sheet  
4/20/16 Warrant Signature Sheet  
Landlord Consent to Sublease – Emily Air to Fly Blade, Inc.  
Tradewind Aviation 2016 Lease Agreement  
Republic Airline Inc. 2016 Lease Agreement  
Jet Blue Airways 2016 Lease Agreement  
Thrift Cars, Inc. 2016 Lease Agreement  
American Airlines 2016 Lease Agreement  
Fresh Air Services, Inc. 2016 License Agreement  
Go Figure Barre Studio 2016 Beach License and associated Cover letter dated 4/9/16  
Jacobs Engineering Contract – Interactive Employee Training System  
Jacobs Engineering Contract – Public Address/Flight Info Display System  
Jacobs Engineering Contract – Airfield Electrical Vault Room Modifications  
Franklin Paint Contract – Airfield Paint & Related Supplies - \$5,130  
Kobo Utility Construction Corp. Contract – 3 year On-call Airfield Electrical  
FY 2016 3<sup>rd</sup> Quarter Financials Sheet  
Maron Construction Co., Inc. PCO 0012 \$1,113.00  
Maron Construction Co., Inc. PCO 0013 \$40,780.00  
February 2016 Statistics Report including March Fuel and Noise Complaints  
4/7/16 Email from Pittman to Rafter Subject: Thank You

**Handouts**

ATCT Construction Change Order Log  
Memorandum of Understanding (MOU) between Nantucket Board of Selectmen and Nantucket Airport Commission repayment proposal and in-kind services  
Maron Construction Co., Inc PCO 0014 \$23,297.00

# Warrant 5/4/16


Please Sign and Date

 4/22/16

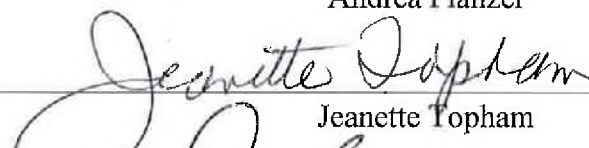
Daniel Drake

 4/22/16

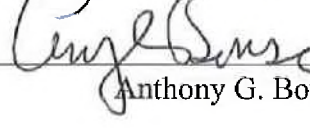
Arthur Gasbarro

 4/25/16

Andrea Planzer

 4/26/16

Jeanette Topham



Anthony G. Bouscaren

Batch # <u>6079</u>	Total <u>\$ 20,704.14</u>	Date <u>4-14-16</u>	Initial <u>DS CN AP JDT</u>
Batch # <u>6087</u>	Total <u>\$ 18,923.10</u>	Date <u>4-15-16</u>	Initial <u>DS CN AP JDT</u>
Batch # <u>6099</u>	Total <u>\$ 4,773.27</u>	Date <u>4-21-16</u>	Initial <u>DS CN AP JDT</u>
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____



# PROPOSED CHANGES ARE HI-LIGHTED IN YELLOW



## Nantucket Memorial Airport Rates and Charges

Effective 5/15/2015 Revised 6/2/15; 7/14/15; 9/8/15

**DRAFT FOR PUBLIC HEARING ON 5/9/2016 AT 4:00 P.M. - PSF - 4 Fairgrounds Road (2nd Floor)**

### Aeronautical Fees

#### Airline/Air Charter/Air Taxi

Business Operating Fee	\$1,500.00	Annually or any part thereof
Counter & Office Space	\$40.00/sq. ft. / year	Minimum 250 sq. ft.
Common Use Space	\$10.00/sq.ft. / year	
Signatory* Fuel Discount		
	Jet -A Cost + \$1.05	Advance Deposit Required
	AvGas Cost + \$1.05	Advance Deposit Required

\*Signatory is defined as having an annual lease in the terminal that meets airport established minimum standards and providing year round service.

#### Landing Fee - Terminal Users

B-N Islander, Cessna 402 (annual lease)	\$13.50	Per Landing
Cessna Caravan (annual lease)	\$17.00	Per Landing
<b>KingAir 300/350 (annual lease)</b>	<b>\$30.94</b>	<b>Per Landing</b>
<b>CRJ200 (annual Lease)</b>	<b>\$109.31</b>	<b>Per Landing</b>
Other Aircraft	\$2.75/ea 1,000 lbs	<b>(or increment thereof) Per Landing</b>

#### Seasonal Terminal/Ramp Access Fee

	May - September	\$3,000/mo	4 Mo. Minimum, Paid in Advance
<b>NEW</b>	<b>Penalty for Operating w/o agreement</b>	<b>\$1,000/mo</b>	<b>Pro-rated for partial months</b>

#### Building Use Charge (FBO Facility)

Aircraft with passenger seating capacity of nine or less and operating eight or less scheduled flights per day.  
(Plus Ramp Fees listed under General Aviation)

<b>NEW</b>	<b>Penalty for Operating w/o agreement</b>	<b>\$1,000/mo</b>	<b>Pro-rated for partial months</b>
	May - September	\$1,575/mo	4 Month Minimum
	October - April	\$525.00/mo	

#### Landing Fee - FBO Facility User

Single Engine	\$2.75	<b>Ea /1000 lbs. (or increments of)</b>
Multi Engine	\$30.00 for the first 6,000 lbs + \$2.75 each 1,000 lbs (or increments of) over 6,000 lbs	

#### Freight/Mail

\$0.05/pound of gross weight (inbound only) + Landing Fee\*

**No recommended Changes**

\*Freight/Mail Landing Fee based on MGTOW unless carrier is a Signatory Terminal User

**Aeronautical Fees (cont'd)****General Aviation****Landing Fee**Single Engine **All Aircraft <6,000 lb**

\$5.00 Per Landing

Multi Engine **All others**\$30.00 for the first 6,000 lbs + \$2.75 each 1,000 lbs  
(or increments of) over 6,000 lbs**Tie Down Holder / Hangar Tenant****As per Lease Agreement****Ramp Fee (Charged per calendar day)****Ramp Fee (Per Trip/Max 24 hr Period)****\* For Aircraft 6,000 # or Less Only**

0 - 5,999 lbs.

\$10.00

**\* Waived w/ purchase of minimum 10 gal.**

6,000 - 9,999 lbs.

\$50.00

10,000 - 24,999 lbs.

\$110.00

25,000 - 49,999 lbs.

\$330.00

50,000 + lbs.

\$550.00

Note: All Landing &amp; Ramp Fee weights are MGTOW as Determined by Manufacturer.

**Note: Landing and Ramp Fees Waived for Military/Gov't/Medical Related (MedFlight, Angel Flight, etc.),  
Holiday's for Heroes or Flight School Operations****Tie Down**Reserved **grass** tie down fees are for aircraft up to 6,000 MGTOW

Annual Reserved Ramp

\$1,500.00

First 6,000 lbs. + \$100.00 each 1,000  
lbs. or part thereof.

Annual Reserved Grass

\$900.00

Includes 1 Vehicle Parking Permit

**Hangars #2 and #4 (Non-heated) \***

Jet &amp; Multi Turbo Prop

\$150.00

Daily

\$1,500.00

Monthly

Single Turbo Prop

\$90.00

Daily

\$900.00

Monthly

Multi-Engine Piston

\$60.00

Daily

\$600.00

Monthly

Single Engine Piston

\$50.00

Daily

\$300.00

Monthly

**Hangar #3 (Heated)**

Jet &amp; Multi Turbo Prop

\$180.00

Daily

\$1,800.00

Monthly

Single Turbo Prop

\$120.00

Daily

\$1,200.00

Monthly

Multi-Engine Piston

\$80.00

Daily

\$800.00

Monthly

Single Engine Piston

\$60.00

Daily

\$400.00

Monthly

**\*Hangar #2 to become heated after which heated rates would apply.****Other Aeronautical Fees****Lease Application Fee**

\$1,000.00

Per Lease

**Land Lease**

Minimum 50% FMV

(Fair Market Value) sq. ft. / Year  
Annual CPI-W Reviews**Equipment Storage**

Off Season

\$200.00

Per Month Per Piece

Abandoned Equipment Disposal

\$1,000.00

Per Piece

## Non-Aeronautical Fees

<b>Business Operating Fee</b>	\$1,500.00	Annually or any part thereof
<b>Lease Application Fee</b>	\$3,000.00	Per Lease
<b>Retail</b>		
Space	Varies	
Common Use Space	\$10.00	sq. ft. / Year
Participation Fee	Negotiated	
<b>Land Lease</b>	Minimum FMV	(Fair Market Value) sq. ft./ year Annual CPI - W Reviews

## Ground Transportation

### Rental Car Fees (On-Airport)

Business Operating Fee	\$1,500.00	Annually or any part thereof
Counter & Office Space	\$45.00	sq. ft. / Year
Common Use Space	\$10.00	sq. ft. / Year
Gross Receipts	10%	Per month
Customer Facility Charge	\$4.00	Per rental day / Per Vehicle
Reserved Parking	\$200.00	Per Assigned Space Annually
Remote Parking	\$1,000.00	Annually

### Rental Car Fees (Off-Airport)

Business Operating Fee	\$1,500.00	Annually of any part thereof
Gross Receipts	10%	Per month

**Taxi/Livery/Charter/Courtesy Van** \$400.00 Per vehicle Annually

**Tour Bus Permit** \$300.00 Per vehicle Annually

<b>Livery Ramp Access Permit Fee *</b>	<b>\$1,500.00</b>	<b>Annual Business Fee (up to 5 Permits)</b>
<b>Additional Permits*</b>	<b>\$300.00</b>	<b>Each</b>
<b>* Must Provide Plate # per Permit</b>		<b>Non-transferrable</b>
<b>* Permit covers Livery service above.</b>		

**Ramp Access Escort Fee without Permit** \$10.00 Per Vehicle / Per Escort  
Assessed to Aircraft Operator

### Vehicle Parking

Short Term (Front Section of Main Lot)	No Overnight Parking	\$50.00 Fine + Overnight/per day
Short Term (FBO Facility)	No Overnight Parking	\$50.00 Fine + Overnight/per day
Reserved car Rental Spaces	Medallion Required	\$50.00 Fine + Overnight/per day
Long Term (Main Lot)		

Daily	\$20.00	Per Night
Monthly *	\$200.00	Paid in Advance
<del>6 Month (Nov - Apr) *</del>	<del>\$1,000.00</del>	<del>Paid in Advance</del>
<del>6 Month (May - Oct) *</del>	<del>\$1,500.00</del>	<del>Paid in Advance</del>
Annual *	\$2,000.00	Paid in Advance

Lost Token Fee \$20.00

Long Term (Overflow Lot) \$20.00 Overnight Fee/per day

\*Commercial Vehicle with Town Contract 50% Discount For Length of Contract

Long Term (FBO Facility) Without valid Airport Parking Tag:  
Airport Employee Parking Spaces Parking Tag Required \$50.00 Fine + \$20.00 Overnight/per day

All Other Non-Reserved Spaces Without Parking Tag \$20.00 Overnight Fee/per day

## Other Services

<b>Catering</b>	25%	Total Invoice
<b>Deicing</b>	Market Rate	Gallon (Minimum 10 gallons)
	\$150.00	Call back Fee (11 pm - 7 am)
<b>Lav-Cart Service</b>	\$100.00	
<b>Pre-Heat</b>	\$25.00	
<b>Fingerprinting</b>	\$50.00	Per individual
<b>SIDA Badge</b>	\$300.00	Refundable Deposit
<b>Security/AOA Escort</b>	\$300.00	First Hour (or any part thereof)
	\$100.00	Ea. Additional Hour (Max 4 Hours)
<b>Meeting Room (Seats 8-10)</b>	\$300.00	/hr Audio/Visual add \$75.00/hr
* Tenant Discount	16 Hours Free	50% Discount Thereafter
<b>Artwork Concession Fee</b>	15%	of sale price.

<b>Special Events Permit</b>		
<b>Tenant -Owned Building</b>	<b>\$1,000.00</b>	<b>* Non-Tenant Event</b>
<b>Airport Owned Building</b>	<b>\$2,000.00</b>	<b>* Non-Tenant Event</b>
	<b>\$0 -\$500</b>	<b># Tenant Event</b>
* Plus Reimbursement of Associated Airport Expenses. Requires Approved Airport Special Events Permit as well as any applicable Town Permits		
# Dependent On Size and Location of event.		

## Advertising

<b>Literature Rack -Year Round Locations</b>		
Terminal - Air Taxi Arrivals	\$525.00	Annually or any part thereof
FBO Facility	\$525.00	Annually or any part thereof
<b>Literature Rack - Seasonal Location</b>		
Terminal - Summer Arrivals	\$263.00	May - October Only
<b>Display Cases - Main Terminal Only</b>		
Air Taxi Departure Gate		
Season 1 (June 1 - Sep 30)	\$4,200.00	Commercial Use Only
Season 2 (Oct - May)	\$1,575.00	Commercial Use Only
Security Concourse		
Season 1 (June 1 - Sep 30)	\$4,200.00	Commercial Use Only
	No Charge	Non-Profit
Season 2 (Oct - May)	\$1,575.00	Commercial Use Only
	No Charge	Non-Profit

3/22/16

TOM RAFTER ACK  
14 AIRPORT RD ARPT MWR  
NANTUCKET MA 02554

TOM,

THIS LETTER IS A REQUEST FOR  
WAIVERS FOR LANDING AND PARKING FEES  
FOR MY C-45 N87690 AT NANTUCKET  
AIRPORT. I FLY PART 91 WITH MY  
FRIENDS AND ACQUAINTANCES TO ACK  
FREQUENTLY AND ALWAYS USE YOUR  
AIRPORT RESTAURANT.

THE AIRCRAFT IS ON THE RAMP  
APPROXIMATELY ONE HOUR AND WE  
RETURN TO PLYMOUTH.

IF YOU SPEAK WITH THE RESTAURANT  
MANAGER (LARRY), HE WILL VERIFY  
OUR GROUP OF SIX USE THE RESTAURANT  
OFTEN.

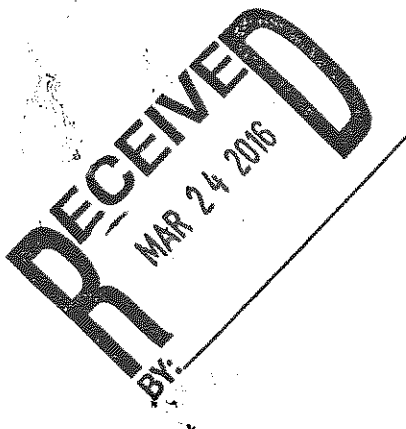
ANYTHING YOU CAN DO IN THIS  
MATTER WOULD BE GREATLY  
APPRECIATED.

REGARDS,

Bob T

ROBERT TRINQUE  
15 SPARROWS WAY  
PLYMOUTH, MA 02360

HOME 508 747 3106



**From:** [Tom Rafter](#)  
**To:** [Preston Harimon](#); [Wilma Perez](#); [Debbie Crooks](#); [Jamie Sandsbury](#)  
**Cc:** [Janine Torres](#)  
**Subject:** FW: Service Fees for private aircraft  
**Date:** Wednesday, April 27, 2016 2:09:38 PM

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Any thoughts. I think this should be added to the agenda for the rates hearing. I would like your input in order to make a recommendation to the Commission.

Thanks

-----Original Message-----

From: Marianne Willmott [<mailto:wmwillmott@verizon.net>]  
Sent: Wednesday, April 27, 2016 11:43 AM  
To: Tom Rafter <[trafter@nantucketairport.com](mailto:trafter@nantucketairport.com)>  
Subject: Service Fees for private aircraft

Dear Sirs,

As you might imagine, flying is expensive and pilots are always trying to try to save on costs. The Nantucket airport charges a \$10 handling fee which is waived if you purchase fuel. I was wondering if it would be possible to purchase fuel once over a particular weekend to meet this requirement instead of each time I land. Due to weight and balance and time constraints, this would be quite helpful in my flight planning. It would also save time and money for you as well as your truck does not have to roll for a minimal fuel purchase to get around the \$10 charge each landing. We all like to get something for our \$10 dollars. Other airports have given me this concession such as Signature Flight Service in White Plains -Westchester Airport. Let me know if that is possible. Thanks.

Wilson Willmott 631 427 8827

Marianne Willmott  
[wmwillmott@verizon.net](mailto:wmwillmott@verizon.net)

**Exhibit 1**  
**Pending Leases/Contracts/Agreements**  
**May 9, 2016**

Type	With	Amount	Other Information	Source of Funding
Lease	Wiggins Airways	(\$1,500)	Fed Ex / UPS Air Freight Plus \$1,500 Annual Business Fee Plus Landing & Freight Fees	Income
Lease	Hyannis Air Service, Inc.	(\$96,480)	Terminal Lease (Cape Air/Nantucket Airlines) Plus \$1,500 Annual Business Fee Plus Landing Fees	Income
Lease	Piedmont Airlines, Inc.	(\$1,500)	Ground Handling Only for American Airline Affiliates	Income
Lease	Shoreline Aviation, Inc.	(\$1,500)	Air Charter Operating Agreement Plus Landing / Ramp Fees	Income
Lease	Nantucket Express	(\$1,500)	Air Charter Operating Agreement Plus Landing / Ramp Fees	Income
Lease Amendment	Toscana Corp	(\$12,105)	Additional Rent for increase of 12,841 Sq Ft.	Income
Lease Amendment	Island Barge, Inc	(\$13,830)	Additional Rent for increase of 14,628 Sq Ft.	Income
Contract	MassDOT	(\$32,025)	Grant Extension for ARFF Vehicle Needed for Crossing Fiscal years (This is not additional funding).	Grant

**Exhibit 1**  
**Pending Leases/Contracts/Agreements**  
**May 9, 2016**

Type	With	Amount	Other Information	Source of Funding
Contract	Scheidt & Bachmann USA	\$5,157	Replacement Parts & Additional Chip Coins for Parking System	Operating
Contract	ENE Systems Inc	\$115,900	Three-Year On Call Contract for HVAC Repair & Maintenance <b>Not to exceed Amount</b> , Expires 4/30/2019	Operating
Contract	ENE Systems Inc	\$115,900	Three-Year On Call Contract for Oil Fired Furnaces Repair & Maintenance <b>Not to exceed Amount</b> , Expires 4/30/2019	Operating
Contract	ENE Systems Inc	\$115,900	Three-Year On Call Contract for Geothermal Systems Repair & Maintenance <b>Not to exceed Amount</b> , Expires 4/30/2019	Operating
Pending as of Meeting Posting				



NANTUCKET MEMORIAL AIRPORT COMMISSION

**LEASE AGREEMENT**

**LESSEE NAME: WIGGINS AIRWAYS**

**ADDRESS: Attn: Christine Hoffman  
1 Garside Way  
Manchester NH 03103**

**PHONE: 603-629-9191 ext. 236**

**ANNUAL FEES: \$1,500.00 annual business fee**

**INTENDED USE: Air Freight Service**

**PLUS MONTHLY: Landing fees**

**PLUS MONTHLY: Inbound freight fees**

**LOCATION: North Ramp**

**RENT (PAYABLE ANNUALLY) N/A**

**AMOUNT IN LIEU OF TAXES: N/A**

**SECURITY DEPOSIT: N/A**

**STARTING DATE: June 1, 2016**

**ENDING DATE: June 30, 2016**

This Lease Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and Wiggins Airways "LESSEE", named above hereinafter called "LESSEE".

In consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows:

1. **PREMISES:** LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithstanding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. **TERM:** The initial term of this Agreement shall be for a period of up to one (1) month, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: LESSEE shall pay LESSOR its rent annually, the sum of \$1,500.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The LESSEE shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local, state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy,

as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: The LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: The LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: The LESSEE shall observe and obey all laws and rules and regulations of the Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine, above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial

Airport are required to comply with those flight procedures, as amended from time to time, as a condition of their tenancy. Each lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the Department Of Transportation (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE

**MATERIALLY CHANGED, ALTERED OR CANCELLED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

**ADDITIONAL INSURED:** All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport (LESSOR)" as an additional insured, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

**INDEMNIFICATION:** LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees),

(a) arising directly or indirectly from the failure of the LESSEE or LESSEE'S contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations or lawful direction now or hereafter in force of any public authority, and

(b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

**LIABILITY INSURANCE:** The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$1,000,000, for each occurrence with property damage insurance in limits of \$500,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

**FIRE INSURANCE:** The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

**WORKER'S COMPENSATION INSURANCE:** The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

(a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period to remedy the same and to prosecute such remedy to completion with diligence and continuity, or

(c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition ordinary wear and tear excepted and remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and

lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

#### 14. TITLE SIX ASSURANCES - NONDISCRIMINATION:

(a) The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

#### 15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

(1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a



condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

(b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.

(c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.

(d) Sublease, Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Signature Page to Follow



**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

**Lessor:**

**WIGGINS AIRWAYS**

**Lessee:**

**NANTUCKET MEMORIAL AIRPORT COMMISSION**

By: \_\_\_\_\_

*CFD*

Title

*David H. Moore*

Print Name

Date: \_\_\_\_\_

*5/2/16*

By: \_\_\_\_\_

Chairman

496956v3/19715/0001

NANTUCKET MEMORIAL AIRPORT COMMISSION

**LEASE AGREEMENT**

**LESSEE NAME:** Hyannis Air Service, Inc.

DbA Cape Air / Nantucket Airlines

Attn: Chuck Ferrara

**ADDRESS:** 660 Barnstable Road  
Barnstable Airport, North Ramp  
Hyannis, MA 02601

**PHONE:** 508-790-3122 ext. 105

**INTENDED USE:** Commuter Airline

**ANNUAL RENT** \$96,480.00

**LOCATION:** Terminal

**RENT (PAYABLE MONTHLY):** \$8,040

**SPACE:** (counters/offices/common)

**ANNUAL FEES:** \$1,500.00 (Business Fee)  
\$ 960.00 (Intercom)

**SIZE:** 6,312 (SQ.FT.)  
(1,112 office, 5200 common)

**PLUS:** Landing Fees/Freight

**AMOUNT IN LIEU OF TAXES:** None

**SECURITY DEPOSIT:** \$24,120.00 (On Deposit)

**STARTING DATE:** 6/1/2016

**ENDING DATE:** 6/30/16

This Lease Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and Hyannis Air Service, Inc. hereinafter called "LESSEE".

In consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows:

1. **PREMISES:** LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithsatnding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. **TERM:** The initial term of this Agreement shall be for a period of up to one (1) month, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: LESSEE shall pay LESSOR its rent monthly, the sum of \$8,040.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The Lessee shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local, state, and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any

such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: The LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: The LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: The LESSEE shall observe and obey all laws and rules and regulations of the Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine, above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all lessees

conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures, as amended from time to time, as a condition of their tenancy. Each lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

The LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the Department Of Transportation (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH

**INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

ADDITIONAL INSURED: All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (LESSOR)**" as an additional insured, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

INDEMNIFICATION: The LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees),

(a) arising directly or indirectly from the failure of the LESSEE or LESSEE'S contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations or lawful direction now or hereafter in force of any public authority, and

(b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$1,000,000, for each occurrence with property damage insurance in limits of \$500,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

FIRE INSURANCE: The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

(a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period to remedy the same and to prosecute such remedy to completion with diligence and continuity, or

(c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition ordinary wear and tear excepted and remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and

lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

(a) The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

(1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a



condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

(b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.

(c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.

(d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

**Signature Page to Follow**

**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

**Lessee: HYANNIS AIR SERVICE, INC.**

**Lessor: Nantucket Memorial Airport Commission**

By: 

By: \_\_\_\_\_  
Chairman

VP – Corporate & Airport Affairs  
Title

Charles J. Ferrara, Jr.  
Print Name

Date: 04/22/16

496956v.3/19715/0001

NANTUCKET MEMORIAL AIRPORT COMMISSION

**LEASE AGREEMENT**

**LESSEE NAME:** Piedmont Airlines, Inc.

**PHONE:** 817-963-9649

**ADDRESS:** James Seadler – Manager – Regional Airport Affairs  
American Airlines Corporate Real Estate  
4333 Amon Carter Blvd., MD 5317  
Ft. Worth, TX 76155

**RENT:** N/A

**LOCATION:** Terminal

**INTENDED USE:** Ground Handling

**ANNUAL FEES:** \$1,500 (Business Fee)

**SPACE:** Counter/Office under separate  
agreement

**PLUS MONTHLY:** Landing Fees\*

\*To be paid by Operating Airline under  
separate agreement

**SIZE:** 1, 274 (SQ.FT.)

174 Office

1,100 Common space

**AMOUNT IN LIEU OF TAXES:** None

**SECURITY DEPOSIT:** None

**STARTING DATE:** 6/1/16

**ENDING DATE:** 6/30/16

This Lease Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and Piedmont Airlines, Inc. hereinafter called "LESSEE".

\*\*American Airlines service into Nantucket will be operated by American Airlines using an Affiliate carrier. "Affiliate" shall mean any Air Transportation Company that is either a Subsidiary Airline or operates under contract using essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline. Should more than one Affiliate carrier simultaneously operate flights out of Nantucket, each shall pay the Seasonal Fee. Affiliate carriers doing ground handling only shall not incur the Seasonal Fee.

In consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows:

1. **PREMISES:** LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject

to the conditions of this Agreement. Notwithstanding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. TERM: The initial term of this Agreement shall be for a period of up to one (1) month, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: LESSEE shall pay LESSOR the sum of \$1,500.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The LESSEE shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: The LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: The LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: The LESSEE shall observe and obey all laws and rules and regulations of the Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Authority (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine, above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all LESSEES conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures, as amended from time to time, as a condition of their tenancy. Each LESSEE must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the Department of Transportation (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR

harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

**11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

ADDITIONAL INSURED: All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (LESSOR)**" as an additional insured, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

INDEMNIFICATION: LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees),

(a) arising directly or indirectly from the failure of the LESSEE or LESSEE'S contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations or lawful direction now or hereafter in force of any public authority, and

(b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$3,000,000, for each occurrence with property damage insurance in limits of \$1,000,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

FIRE INSURANCE: The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

(a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period to remedy the same and to prosecute such remedy to completion with diligence and continuity, or

(c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The



LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition ordinary wear and tear excepted and remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

(a) The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

#### 15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

(1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

(b) Compliance by Other Lessees. The LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.

(c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.

(d) Sublease; Successors and Assigns. The LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the

Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

**Signature Page to Follow**


**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

**Lessee:** Piedmont Airlines, Inc.

**Lessor:** Nantucket Memorial Airport Commission

By: \_\_\_\_\_

By: \_\_\_\_\_

Chairman

\_\_\_\_\_  
Terry J. PetruTitle  
Vice President  
Shared Services Organization

\_\_\_\_\_  
Print Name

Date: 4-14-2016

496956v.3/19715/0001

## AGREEMENT

**NAME:** Shoreline Aviation, Inc.

**PHONE:** 781-834-4928

**ADDRESS:** Attn: Adam Burch  
93 Old Colony Lane  
Marshfield MA 02050

**INTENDED USE:** Air Charter Service

**LOCATION:** South Ramp

**SPACE:** Air Charter Board/Telephone

**FEES: (PAYABLE ANNUALLY) \$1,500**

**PLUS: Monthly Landing Fees**

**PLUS: Monthly Ramp Fees**

**STARTING DATE:** 6/1/2016

**ENDING DATE:** 5/31/2017

This Agreement, made this 27 day of APRIL, 2016 between the Nantucket Memorial Airport Commission and Shoreline Aviation named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of Shoreline Aviation at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.

2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.

3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.

4. **FEES:** For operating rights on the Airport, Shoreline Aviation shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00 in advance of the first day of the term, and monthly landing and ramp fees (subject to increase under Exhibit A) in advance of the first day of the term. Payment shall be made at the Airport office located at 14 Airport Road, Nantucket, MA 02554. Shoreline Aviation shall also be responsible for Airport fees determined annually by the Airport Commission.

**IN WITNESS WHEREOF,** each party signed and sealed this Agreement.

**NAME:** Shoreline Aviation, Inc.

**NAME:** Nantucket Memorial Airport Commission

By: Adam Burch  
Adam Burch

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

Date: 27 APR 2016

Date: \_\_\_\_\_



## EXHIBIT A

### TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, Shoreline Aviation, Inc. shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Shoreline Aviation, Inc. prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, Shoreline Aviation, Inc. will conduct no commercial activity of any kind whatsoever, other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Shoreline Aviation, Inc. agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

(b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which Shoreline Aviation, Inc. agrees to observe, and Shoreline Aviation, Inc. agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Shoreline Aviation, Inc. from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Shoreline Aviation, Inc. agrees to comply.

(b) To approach Shoreline Aviation, Inc. any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the

Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of Shoreline Aviation, Inc.'s operation.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Shoreline Aviation, Inc. with a copy of the Airport rules and/or standards, and it shall be the responsibility of Shoreline Aviation, Inc. to be familiar with those and any other applicable rules and regulations. Shoreline Aviation, Inc., its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Shoreline Aviation, Inc. acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE: SHORELINE AVIATION, INC. SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

ADDITIONAL INSURED:

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport" as an additional insured.

Indemnification.

Shoreline Aviation, Inc. shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of Shoreline Aviation, Inc. and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Shoreline Aviation, Inc., its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Shoreline Aviation, Inc.'s premises or otherwise arising out of any acts or omissions of Shoreline Aviation, Inc.'s employees, members, agents, and representatives.

Liability Insurance.

Shoreline Aviation, Inc. shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as Shoreline Aviation, Inc.



against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Shoreline Aviation, Inc. shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) Shoreline Aviation, Inc. shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Shoreline Aviation, Inc. shall default in the observance or performance of any other of Shoreline Aviation, Inc.'s covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Shoreline Aviation, Inc. shall become unable to meet its obligations as they become due, or if a receiver is appointed for Shoreline Aviation, Inc. or if any assignment shall be made of Shoreline Aviation, Inc.'s property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Shoreline Aviation, Inc. shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If Shoreline Aviation, Inc. shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Shoreline Aviation, Inc.'s part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Shoreline Aviation, Inc. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by Shoreline Aviation, Inc. as additional fees.

13. Surrender. Shoreline Aviation, Inc. shall at the expiration or other termination of this Agreement remove all of Shoreline Aviation, Inc.'s goods and effects from the Airport property. In the event of Shoreline Aviation, Inc.'s failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Shoreline Aviation, Inc. for loss or damage thereto, and at the sole risk of Shoreline Aviation, Inc., to remove and store any of the property at Shoreline Aviation Inc. 's expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.



(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to Shoreline Aviation, Inc. for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that Shoreline Aviation, Inc. is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Shoreline Aviation, Inc. shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or Shoreline Aviation, Inc. shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Shoreline Aviation, Inc. addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall

not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

SHORELINE AVIATION, INC., BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

**Lessee:** Shoreline Aviation, Inc.

By: *x Adam W. Burch*  
Adam W. Burch

Business Developer / Pilot  
Title

Adam W. Burch  
Print Name

Date : 27 APR 2016

**Lessor:** Nantucket Memorial Airport Commission

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

\_\_\_\_\_  
\_\_\_\_\_

## AGREEMENT

**NAME:** Nantucket Express

**PHONE:** 508-364-4277

**ADDRESS:** Attn: Robert Walsh  
PO Box 127  
Nantucket, MA 02554

**INTENDED USE:** Air Charter Service

**LOCATION:** South Ramp

**SPACE:** Air Charter Board/Telephone

**FEES: (PAYABLE ANNUALLY) \$1,500**

**PLUS: Monthly Landing Fees**

**PLUS: Monthly Ramp Fees**

**STARTING DATE:** 6/1/2016

**ENDING DATE:** 5/31/2017

This Agreement, made this first day of June, 2016 between the Nantucket Memorial Airport Commission and Nantucket Express named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of Nantucket Express at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.

2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.


3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.

4. **FEES:** For operating rights on the Airport, Nantucket Express shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00 in advance of the first day of the term, and monthly landing and ramp fees (subject to increase under Exhibit A) in advance of the first day of the term. Payment shall be made at the Airport office located at 14 Airport Road, Nantucket, MA 02554. Nantucket Express shall also be responsible for Airport fees determined annually by the Airport Commission.

**IN WITNESS WHEREOF,** each party signed and sealed this Agreement.

**NAME:** Nantucket Express

**NAME:** Nantucket Memorial Airport Commission

By:   
Robert Walsh, President

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

Date: 4/27/16

Date: \_\_\_\_\_

## EXHIBIT A

### TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, the Nantucket Express shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Nantucket Express prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, Nantucket Express will conduct no commercial activity of any kind whatsoever, other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Nantucket Express agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

(b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which Nantucket Express agrees to observe, and Nantucket Express agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Nantucket Express from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Nantucket Express agrees to comply.

(b) To approach Nantucket Express any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Nantucket Memorial

Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of Nantucket Express's operation.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Nantucket Express with a copy of the Airport rules and/or standards, and it shall be the responsibility of Nantucket Express to be familiar with those and any other applicable rules and regulations. Nantucket Express, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Nantucket Express acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE:** NANTUCKET EXPRESS SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

ADDITIONAL INSURED:

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport" as an **additional insured.**

Indemnification.

Nantucket Express shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Nantucket Express and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Nantucket Express, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Nantucket Express's premises or otherwise arising out of any acts or omissions of Nantucket Express's employees, members, agents, and representatives.

Liability Insurance.

Nantucket Express shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as Nantucket Express against injury to

persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Nantucket Express shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) Nantucket Express shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Nantucket Express shall default in the observance or performance of any other of Nantucket Express's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Nantucket Express shall become unable to meet its obligations as they become due, or if a receiver is appointed for Nantucket Express, or if any assignment shall be made of Nantucket Express property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Nantucket Express shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If Nantucket Express shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Nantucket Express's part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Nantucket Express. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by Nantucket Express as additional fees.

13. Surrender. Nantucket Express shall at the expiration or other termination of this Agreement remove all of Nantucket Express's goods and effects from the Airport property. In the event of Nantucket Express's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Nantucket Express for loss or damage thereto, and at the sole risk of Nantucket Express, to remove and store any of the property at Nantucket Express's expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to Nantucket Express for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that Nantucket Express is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Nantucket Express shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or Nantucket Express shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Nantucket Express addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall

not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

NANTUCKET EXPRESS, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

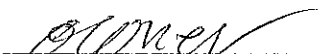
Lessee: Nantucket Express

By: 

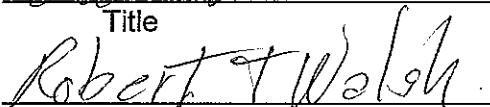
Lessor: Nantucket Memorial Airport Commission

By: \_\_\_\_\_

Daniel W. Drake, Chairman

 \_\_\_\_\_

Title

 \_\_\_\_\_

Print Name

Date: \_\_\_\_\_

4/27/16



Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

**CERTIFIED**

April 26, 2016

Carl Jelleme  
Toscana Corporation  
19 Arrowhead Drive  
Nantucket MA 02554

Re: Lease Amendment No. 1

Dear Carl:

Enclosed please find two (2) original copies of Lease Amendment One (Amendment) to your Bunker Road Lease dated November 1, 2010.

The Amendment covers the increase to square footage related to the February 18, 2016 lease bounds letter to which you expressed interest in expanding your lease to incorporate the entire parcel known as Map 78 Parcel 114.

Unfortunately, Parcel 114 falls into MESA Priority habitat. The remaining vegetated area cannot be developed until environmental permitting is obtained. Therefore the lease must be limited to the area already disturbed. This is approximately 61' to the SE from the back property boundary line of lot 78 2.3, giving available square footage of approximately 12,871 square feet.

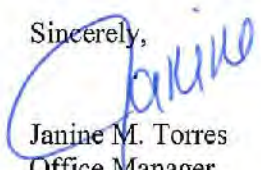
We agree to offer Toscana Corporation right of first refusal on the remainder of 78 114, if and when permitting is received.

Please note the amendment includes the responsibility of Toscana Corporation to obtain a surveyed plot plan performed by a licensed professional. This will allow proper documentation and accurate lease area to be kept on file.

Upon review and execution of the Amendment, please return both originals for further execution by the Airport Commission; after which, one original will be returned for your files.

If you have any questions, please do not hesitate to call.

Sincerely,

  
Janine M. Torres  
Office Manager

Cc. Tom Rafter, Airport Manager  
Noah Karberg, Environmental Coordinator

**AMENDMENT ONE  
TO LEASE AGREEMENT  
BETWEEN  
NANTUCKET MEMORIAL AIRPORT COMMISSION  
AND  
TOSCANA CORPORATION**

This Amendment to that certain Lease Agreement ("Lease") by and between Nantucket Memorial Airport Commission, as Lessor ("Lessor") and Toscana Corporation ("Lessee") dated November 1, 2010 with respect to certain premises identified on the sketch plan attached hereto as Exhibit A (the "Original Premises").

**RECITALS**

WHEREAS, the Lessee desires to amend the Lease to include approximately 12,841 square feet currently being utilized by Lessor and located directly behind the approximate 81,408 square feet of the Original Premises and identified on the sketch as Exhibit B.

NOW, THEREFORE, the parties agree to amend the Lease as provided herein,

1. Article One – Section Premises of the Lease is hereby amended such that the Original Premises, consisting of approximately 81,408 square feet, are hereby increased to the Amended Premises consisting of approximately 94,249 square feet (an increase of approximately 12,841 square feet) as shall be completely depicted and identified by a formal surveyed plot plan by a licensed surveyor procured by Lessee.

2. Article One – Section Base Rent of the Lease is hereby amended to increase the amount of annual base rent of the current term of the Lease from \$79,315.93, or \$6,609.66 monthly, based on November 1, 2015 CPI-W adjustment, to the sum of \$91,421.53 annually, or \$7,618.46 monthly, effective May 1, 2016.

3. Prior Agreements – The Lease, as amended by this Amendment One, shall supersede any and all prior leases and agreements of the parties regarding the subject matter hereof.

4. Ratification of Lease – Except as specifically amended hereby; the Lease is hereby ratified confirmed in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of May 9, 2016.

**LESSOR:**  
NANTUCKET MEMORIAL AIRPORT COMMISSION

**LESSEE:**  
TOSCANA CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Exhibit A

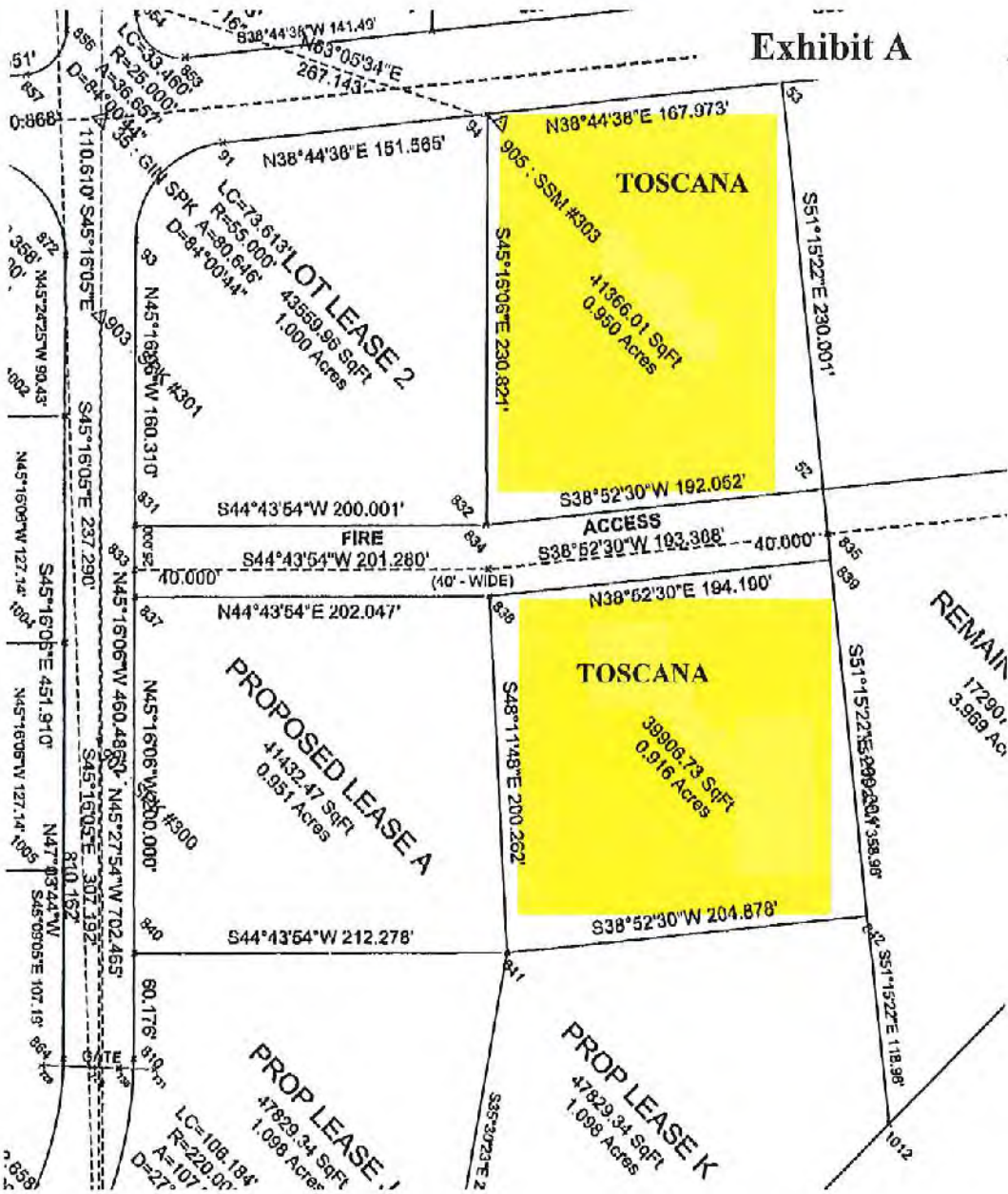




Exhibit B

79 BUNKER RD - Town of Nantucket, MA

79 BUNKER RD

Google Maps View  
Town and County of Nantucket  
Property Record Card

**Property**

Address: 79 BUNKER RD  
ID: 79 114

**Ownership**

NAME: NANTUCKET TOWN OF  
Co-Owner: AIRPORT LEASEHOLD  
Name  
Address: 24 AIRPORT RD,  
NANTUCKET, MA 02554

**Valuation**

TOTAL: \$706,370  
Land: \$706,370  
Last Sale: \$0 on 2002-01-01  
Book/Pg: /002505

**Land**

Area: 1.10 AC  
Zone: CI

Q Search Share Print

Draw and Measure

Mode

Draw Measure

Tools

Pan Line Circle Rectangle Polygon

Results

Clear All Hide All

polyline Area: 12,873 sq. ft.

polyline Distance: 61 ft.

Google AppGeo Cymob

Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

**CERTIFIED**

April 26, 2016

Island Barge, Inc., or Nominee  
Victor Petkauskos  
PO Box 717  
Hudson MA 01749

Re: Lease Amendment No. 2

Dear Victor;

Enclosed please find two (2) original copies of Lease Amendment Two (Amendment) to your Bunker Road Lease dated July 1, 1999.

The Amendment covers the increase to square footage related to the February 18, 2016 lease bounds letter to which you expressed interest in expanding your lease to incorporate the entire parcel known as Map 78 Parcel 115.

Unfortunately, Parcel 115 falls into MESA Priority habitat. The remaining vegetated area cannot be developed until environmental permitting is obtained. Therefore the lease must be limited to the area already disturbed. This is approximately 63' to the SE from the back property boundary line of lot 78 2.8, giving available square footage of approximately 14,628 square feet.

We agree to offer Island Barge right of first refusal on the remainder of 78 115, if and when permitting is received.

Please note the amendment includes the responsibility of Island Barge, Inc. to obtain a surveyed plot plan performed by a licensed professional. This will allow proper documentation and accurate lease area to be kept on file.

Upon review and execution of the Amendment, please return both originals for further execution by the Airport Commission; after which, one original will be returned for your files.

If you have any questions, please do not hesitate to call.

Sincerely,

  
Janine M. Torres  
Office Manager

Cc. Tom Rafter, Airport Manager  
Noah Karberg, Environmental Coordinator

**AMENDMENT TWO  
TO LEASE AGREEMENT  
BETWEEN  
NANTUCKET MEMORIAL AIRPORT COMMISSION  
AND  
ISLAND BARGE INC., OR NOMINEE**

This Amendment to that certain Lease Agreement ("Lease") by and between Nantucket Memorial Airport Commission, as Lessor ("Lessor") and Island Barge, Inc., or Nominee ("Lessee") dated July 1, 1999 with respect to certain premises identified on the sketch plan attached hereto as Exhibit A (the "Original Premises").

**RECITALS**

WHEREAS, the Lessee desires to amend the Lease to include approximately 14,628 square feet currently being utilized by Lessor and located directly behind the approximate 83,560 square feet of the Original Premises and identified on the sketch as Exhibit B.

NOW, THEREFORE, the parties agree to amend the Lease as provided herein,

1. Article One – Section Premises of the Lease is hereby amended such that the Original Premises, consisting of approximately 83,560 square feet, are hereby increased to the Amended Premises consisting of approximately 98,188 square feet (an increase of approximately 14,628 square feet) as shall be completely depicted and identified by a formal surveyed plot plan by a licensed surveyor procured by Lessee.

2. Article Three – Section Rent of the Lease is hereby amended to increase the amount of annual base rent for the remainder of the term of the Lease from \$81,412.59, or \$6,784.38 monthly, based on June 1, 2015 CPI-W adjustment, to the sum of \$95,242.36 annually, or \$7,936.86 monthly, effective May 1, 2016.

3. Prior Agreements – The Lease, as amended by this Amendment Two, shall supersede any and all prior leases and agreements of the parties regarding the subject matter hereof.

4. Ratification of Lease – Except as specifically amended hereby; the Lease is hereby ratified confirmed in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of May 9, 2016.

**LESSOR:**  
NANTUCKET MEMORIAL AIRPORT COMMISSION

**LESSEE:**  
ISLAND BARGE, INC., OR NOMINEE

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



PLAN OF LAND  
IN  
NANTUCKET, MASSACHUSETTS.  
AT NANTUCKET MEMORIAL AIRPORT  
SHOWING THE BUNKER LEASE PARCELS  
SCALE: 1"=200' DATE: JUNE 3, 1999  
PREPARED FOR:  
THE NANTUCKET MEMORIAL AIRPORT  
NANTUCKET SURVEYORS, INC.  
5 WINDY WAY  
NANTUCKET, MA. 02554

## CURVE "A"

$\Delta = 84^{\circ}00'44''$   
 $R = 25.00'$   
 $L = 36.65'$

LOT AIR  
418,775. sq. ft.  
9.61 acres

$\Delta = 80^{\circ}00'00''$   
 $R = 85.00'$   
 $L = 149.23'$

$\Delta = 80^{\circ}00'00''$   
 $R = 55.00'$   
 $L = 86.39'$

RAMOS

YATES

$\Delta = 90^{\circ}00'00''$   
 $R = 55.00'$   
 $L = 86.39'$

$\Delta = 89^{\circ}08'51''$   
 $R = 180.00'$   
 $L = 280.07'$

$\Delta = 89^{\circ}08'51''$   
 $R = 220.00'$   
 $L = 342.30'$

$\Delta = 80^{\circ}00'00''$   
 $R = 55.00'$   
 $L = 86.39'$

$\Delta = 95^{\circ}59'16''$   
 $R = 25.00'$   
 $L = 41.88'$

LOT PORT  
210,291 sq. ft.  
4.82 acres

$\Delta = 25^{\circ}33'11''$   
 $R = 418.83'$   
 $L = 189.68'$

$\Delta = 84^{\circ}00'44''$   
 $R = 25.00'$   
 $L = 36.65'$

LOT LEASE 2  
43,560 sq. ft.  
1.00 acres

$\Delta = 84^{\circ}00'44''$   
 $R = 25.00'$   
 $L = 36.65'$

Is. Barge  
North No. Lease

$\Delta = 118^{\circ}46'56''$   
 $R = 50.00'$   
 $L = 103.66'$

SECONDARY  
N 43°52'45" E  
217.98'

452.52'

748.74'

487.01' N 01°05'

172'

S 1'

NANTUCKET ELECTRIC COMPANY  
78/27 W/F  
136.684 sq. ft.  
3.14 sq. ft.

N 115.08'

S 38°44'38" W

115.08'

S 38°44'38" W

115.08'

S 38°44'38" W

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S 38°44'38" W

115.08'



Property ID	78 4.3
Location	OFF OLD SOUTH RD
Owner	NANTUCKET ISLANDS LAND BANK



Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated December, 2014  
Properties updated January, 2015



# MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osc](http://www.mass.gov/osc) under [QSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Town of Nantucket (and d/b/a):		<b>DEPARTMENT NAME:</b> Massachusetts Department of Transportation <b>MMARS Department Code:</b> DOT	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 18 Broad St.Nantucket, MA 02554		<b>Business Mailing Address:</b> 1 Harborside Drive, Ste.205N, East Boston, MA 02128	
<b>Contract Manager:</b> Thomas Rafter		<b>Billing Address (if different):</b>	
<b>E-Mail:</b>		<b>Contract Manager:</b> Thomas Mahoney	
<b>Phone:</b> 508-325-5300 <b>Fax:</b> 508-325-5306		<b>E-Mail:</b>	
<b>Contractor Vendor Code:</b> VC6000191899		<b>Phone:</b> 617-412-3680 <b>Fax:</b> 617-412-3679	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for <a href="#">EFT</a> payments.)		<b>MMARS Doc ID(s):</b> CT DOT 1300 16ACKARFF01	
<b>RF/Procurement or Other ID Number:</b> 16ACKARFF			
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: __, 20__ Enter Amendment Amount: \$ __, (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <a href="#">MassDOT TERMS AND CONDITIONS (T&amp;C)</a> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): <u>\$32,025.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <u>I agree to standard 45 day cycle</u> statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>Purchase Aircraft Rescue Fire Fighting Vehicle</u>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of __, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of __, 20__, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2016</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the <a href="#">MassDOT Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: Daniel Drake Print Title: Chairman		<b>AUTHORIZING SIGNATURE FOR MassDOT:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: Jeffrey DeCarlo Print Title: Administrator	



## Janine Torres

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**From:** Jamie Sandsbury  
**Sent:** Thursday, April 21, 2016 8:33 AM  
**To:** Janine Torres  
**Subject:** FW: AIP 59 - Reimbursement #2 not received?

FYI – just in case you see a new standard contract come for AIP 59

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**From:** Flecchia, Steve [mailto:Steve.Flecchia@jacobs.com]  
**Sent:** Wednesday, April 20, 2016 8:05 PM  
**To:** Jamie Sandsbury  
**Subject:** RE: AIP 59 - Reimbursement #2 not received?

Hi Jamie,

Mystery solved. I spoke to Tom Mahoney at Mass DOT today and he indicated that the State Standard contract for AIP 59 expired on 6/30/15 which explains why ACK did not receive the \$32,017.02. Tom Mahoney said he will issue a new Standard contract to ACK so you can capture the State reimbursement. So I would suspect the Airport will receive the new Standard contract soon and then soon after that the money will be wired over to ACK. I'll stay with it.

Stephen

**Stephen J. Flecchia, PE** | [JACOBS](#) | Project Manager | Aviation | 617.242.9222 x4211 | 617.242.9824 fax |  
[steve.flecchia@jacobs.com](mailto:steve.flecchia@jacobs.com) | [www.jacobs.com](http://www.jacobs.com)

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**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT  
AND  
SCHEIDT AND BACHMAN USA, INC**



This AGREEMENT, effective the \_\_\_\_\_, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Scheidt & Bachmann USA, Inc (hereinafter, the "CONTRACTOR") with offices located at 31 North Ave, Burlington, MA 01803.

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the effective date above and terminate on June 30, 2016, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Board of Selectmen, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$5,157.11 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$5,157.11 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

SCHEIDT & BACHMANN USA

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print name: JOHN MACDONALD

Title: PRESIDENT

Date: 4/22/2016

FEIN/SSN: 75-2605586

Department Org./Obj. Code: ~~55403-01000~~

65482 52417

As to the Availability of Funds:

NA  
Brian E. Turbitt, Director of Finance, or  
Bob Dickinson, Assistant Town Accountant



## EXHIBIT A

1. Description of Services:  
Replacement/Spare Parts for Scheidt & Bachmann Parking System
  - (1) Heater 500W 120V 60HZ (#0428892)
  - (2) Motorized Credit Card Reader (#5103417)
  - (500) PMS/C Chip Coins (Blue) (#8694133)
2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
  - (a) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

## EXHIBIT B

### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

75-2605586

Federal Employer Identification Number

By: JOHN MACDONALD, President

Scheidt & Bachmann USA, Inc.

Date:

4/22/2016

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Date

JOHN MACDONALD

Please Print Name

4/22/2016



**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
ENE SYSTEMS, INC**



THIS AGREEMENT made effective \_\_\_\_\_, 2016, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **ENE Systems, Inc.** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the AIRPORT, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.

- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the AIRPORT a perpetual, royalty-free exclusive license in such items. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.



#### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the AIRPORT.

#### **ARTICLE 5 - TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
  - (a) the AIRPORT shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the AIRPORT as a result of the CONTRACTOR's default, if any), as determined by the AIRPORT but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (e) Such additional insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the Town of Nantucket twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town of Nantucket. The Town of Nantucket/Nantucket Memorial Airport will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

## ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT COMMISSION:

\_\_\_\_\_  
Daniel W. Drake, Chairman      Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

CONTRACTOR: ENE Systems, Inc.

R. Lindbay Drisko  
Print Name: R. Lindbay Drisko

Title: President

FEIN: 04-2956130

Date: 4/28/2016

Approved as to Funds Available: **65482 52404**

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

## CONTRACT EXHIBIT A

### CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** ENE Systems, Inc.
2. **State of Incorporation:** MA
3. **Principal Office Address:** 480 Neponset Street, Suite 11D  
Canton, MA 02021

4. **Description of Services (copied from IFB):** **This Contract covers HVAC Services.**

The Contractor shall furnish all labor, tools, equipment, materials permits and supervision necessary for the complete and satisfactory performance of maintenance, both preventative and repair, services on an on-call basis. All work shall be performed in accordance with Massachusetts General Laws (MGL), Chapter 142 (latest revision) and any other applicable codes and/or standards of practice.

The bid shall be for an hourly fixed rate for call out hours between 7:30 a.m. and 4:00 p.m., Monday thru Friday; and a fixed rate for call out hours from 4:00 p.m. to midnight and midnight to 7:30 a.m.; and a fixed rate for Saturdays, Sundays and Legal Holidays.

The Contractor must show the above rates for a Master Licensed Technician which should include a Sheet Metal worker as a Master-Unrestricted license, a Master Oil Burner Technician's License, a valid EPA Certificate, a Steam Burner's License if applicable when applicable and stated rates for a Journeyman and an Apprentice/Helper.

Massachusetts license numbers and proof of Master Licenses (copies) are required with bid response. **HVAC and Geothermal bidders must also have an understanding of Direct Digital Control Systems and provide copies of any training certifications from manufacture.**

The successful bidder must agree to around the clock coverage and shall provide the Nantucket Memorial Airport with a telephone number, cell phone number, and/or a pager number where the Contractor can be reached in an emergency. Response time must be prompt and within a reasonable time. There will be no compensation for mileage or travel time. Billable hours shall commence upon arrival at the job site. Minimum rate shall be the same for all call back periods and must be noted as part of your bid. It is expected that the service vehicle used for all service trips will be well stocked with standard replacement parts and a complete set of standard tools and equipment so as to eliminate unnecessary time away from the job site.

The Airport reserves the right to extend the contract for use by other Town departments or agencies of the Town only by mutual agreement of the contractor. A separate contract with each entity would be required.

The contractor shall be required to be available, at no cost to the Airport during the working day, at times mutually convenient to himself and representative of the Airport for consultation regarding potential work, to visit work locations and to prepare estimates. If the Contractor finds upon examination of the assigned job, that the work will be more extensive than originally ordered, he should contact the Airport representative within 24 hours for authorization to proceed with the additional work.

When requested, a written estimate shall be provided prior to the commencement of work. Projects estimated to cost greater than \$10,000 must be bid separately.

Any and all work performed throughout the duration of the contract must be guaranteed by the Contractor to be completed in a workmanship-like manner and according to applicable codes and industry-accepted standards. Unless otherwise stated in specifications for a particular job, the Contractor will supply all labor, equipment, materials, parts and supplies necessary to complete a service. The Airport reserves the right to provide materials for a job at their option. The Contractor will be responsible for securing any and all necessary permits required prior to commencing work on any job. Emergency needs require 24 hour, 7 day a week availability of a service. **Please note on page 4 of the Bid Sheet if you are unable to abide by this. (Nothing was noted on Bid Sheet)**

It is the condition of the contract that the Contractor shall respond to an emergency request within two (2) hours and commence work within twenty-four (24) hours after receiving notification of emergency.ch

NON-EMERGENCY REPAIRS must start within two (2) weeks of receipt of a work order initiated by the Airport.

This service must be provided on a 24 hour per day / 7 days a week basis. If the Contractor fails to respond in the required time period, this may be grounds for cancellation of the contract.

Services solicited through this Invitation for Bid are subject to Massachusetts Prevailing Wage Laws. Applicable Prevailing Wage Rates are issued with this Invitation to Bid. These will become a part of any contract resulting from this Invitation to Bid. **Wage rates are required to be updated annually and will be forwarded upon doing so.** It is the responsibility of the Contractor to adhere to the Prevailing Wage Laws and all requirements. With each invoice, the Contractor must submit a Weekly Payroll Report Form, which is included with this Invitation to Bid, for each week work performed under this contract.

It is intended that the Contractor shall accomplish the majority of the work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained by the Airport Manager or his designee. Standard work hours shall be Monday-Friday 7:30 a.m. to 4:00 p.m. All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representative of the Airport and must meet all state and town building codes.

The hourly rates reflect the amount a contractor will charge per hour only – not per hour per person. Only one tradesman shall be assigned to work on the job. Prior permission must be received before the Contractor can assign more than one worker per job, including apprentices/helpers. The Airport reserves the right to question whether additional personnel are warranted on a particular job based upon each job quote/proposal and performance status. Special attention will be given to allow for assistance when needed, or an unexpected parts acquisition is needed during a job to contain costs. However, the Contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment and supplies to perform the project with minor off-site time and travel.

The Contractor shall only use trained and licensed personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor shall not subcontract or sublet any portion of the work.

The Airport reserves the right to inspect any and all work performed and in progress under these contracts. Any omission or failure on the part of the Airport's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace it without extra charge.

All material and equipment provided under the awarded contract shall be listed and labeled for the purpose intended. All work provided under the awarded contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be deemed unacceptable and will not be paid.

### **3. GENERAL**

The Contractor must check in and out with the Airport's Building Maintenance Technician, or his/her designee, for work to be performed to determine the exact scope of the task required and open a request which specifies the work and labor force required. Contracts established with other Town departments or entities will designate their contact person. If the work is of a nature to require a permit, then the permit number shall be included on the request. After the work is completed, the Contractor shall list the hours worked on site, the worker's name, trade skill level and materials used. If a permit is required, the request must have the inspector's signature. The invoice must show the labor hours and costs, the contractor cost and mark-up of all materials used, and any other miscellaneous charges.

a) The contractor is to include all costs for transportation to and from the island and any other incidental expenses associated with the performance of this contract under the stipulations set forth herein.



b) Awarded HVAC and geothermal Contractor should be able to service and program all existing Johnson Controls (JC), Explorer Controls and MultiStack Controls. Additionally, the contractor should be able to supply, replace and program any part of the control system that may fail. **Please note on page 4 of the Bid Sheet which systems, if any, you are unable to service, repair or program. (None were noted on Bid Sheet.)**

c) Contractor is responsible for verification of all equipment types and quantities.

d) Neither the Contractor nor the Contractor's employees are to have family, friends or associates unrelated to this contract with them for extended periods of time while working in any of the facilities.

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**

John "JD" Dugan

6. **Term of Agreement (§3.1):** Three Years

7. **Completion Date (§3.2):** April 30, 2019

8. **Additional Insurance Coverage (§6.2(e)):**



## CONTRACT EXHIBIT B

### PAYMENTS

#### 1. Lump Sum Method

- a. **Maximum Project Amount:** Not to exceed \$115,900 over three years billed at the following hourly rates:

#### YEAR ONE

##### 1. Monday – Friday, 7:30 am – 4:00 pm

Master License \$ 232.00 / per hour x 100 hours = (A) \$ 23,200.00

Journeyman (stated rate) \$ 232.00 / per hour

Apprentice (stated rate) \$ 180.00 / per hour

##### 2. Monday – Friday, 4:01 pm – 7:29 am

Master License \$ 287.00 / per hour x 25 hours = (B) \$ 7,175.00

Journeyman (stated rate) \$ 287.00 / per hour

Apprentice (stated rate) \$ 221.00 / per hour

##### 3. Saturday, Sunday & Legal Holidays

Master License \$ 287.00 / per hour x 25 hours = (C) \$ 7,175.00

Journeyman (stated rate) \$ 287.00 / per hour

Apprentice (stated rate) \$ 221.00 / per hour

**Year One Total: \$37,550.00**

## YEAR TWO

### 1. Monday – Friday, 7:30 am – 4:00 pm

Master License \$ 238.00 / per hour x 100 hours = (A) \$ 23,800.00

Journeyman (stated rate) \$ 238.00 / per hour

Apprentice (stated rate) \$ 185.00 / per hour

### 2. Monday – Friday, 4:01 pm – 7:29 am

Master License \$ 295.00 / per hour x 25 hours = (B) \$ 7,375.00

Journeyman (stated rate) \$ 295.00 / per hour

Apprentice (stated rate) \$ 227.00 / per hour

### 3. Saturday, Sunday & Legal Holidays

Master License \$ 295.00 / per hour x 25 hours = (C) \$ 7,375.00

Journeyman (stated rate) \$ 295.00 / per hour

Apprentice (stated rate) \$ 227.00 / per hour

**Year Two Total: \$38,550.00**

## YEAR THREE

### 1. Monday – Friday, 7:30 am – 4:00 pm

Master License \$ 246.00 / per hour x 100 hours = (A) \$ 24,600.00

Journeyman (stated rate) \$ 246.00 / per hour

Apprentice (stated rate) \$ 180.00 / per hour

### 2. Monday – Friday, 4:01 pm – 7:29 am

Master License \$ 304.00 / per hour x 25 hours = (B) \$ 7,600.00

Journeyman (stated rate) \$ 304.00 / per hour

Apprentice (stated rate) \$ 234.00 / per hour

### 3. Saturday, Sunday & Legal Holidays

Master License \$ 304.00 / per hour x 25 hours = (C) \$ 7,600.00

Journeyman (stated rate) \$ 304.00 / per hour

Apprentice (stated rate) \$ 234.00 / per hour

**Year Three Total: \$39,800.00**

All Materials shall be invoiced at contractor's cost plus 25%.  
PREVAILING WAGE APPLIES (Annual Updates Required)

- b. **Payment Increments:** CONTRACTOR shall submit invoice each month work is performed accompanied by Certified Payroll Reports.
- c. **Reimbursable Expenses** (if any):

### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

042-956130  
Federal Employer ID Number

ENE Systems, Inc.

Name of Corporation

R. Lindsay Drisko  
President's Signature

4-8-16

Date

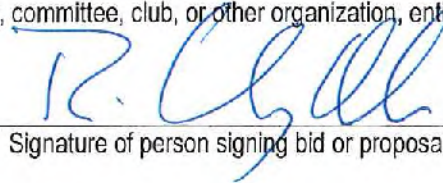
R. Lindsay Drisko

Please Print Name

This page must be completed and returned with Bid Response.

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



4-8-16

Signature of person signing bid or proposal

Date

R. Lindsay Drisko

Please Print Name

ENE Systems, Inc.

Name of Business

This page must be completed and returned with Bid Response.



AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
ENE SYSTEMS, INC



THIS AGREEMENT made effective \_\_\_\_\_, 2016, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **ENE Systems, Inc.** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the AIRPORT, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.

- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the AIRPORT a perpetual, royalty-free exclusive license in such items. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.



#### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the AIRPORT.

#### **ARTICLE 5 - TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
  - (a) the AIRPORT shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the AIRPORT as a result of the CONTRACTOR's default, if any), as determined by the AIRPORT but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.



## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (e) Such additional insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the Town of Nantucket twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town of Nantucket. The Town of Nantucket/Nantucket Memorial Airport will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

## ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT COMMISSION:

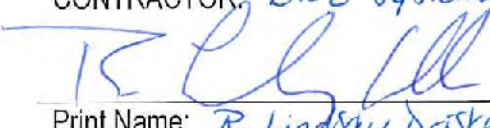
\_\_\_\_\_  
Daniel W. Drake, Chairman

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

CONTRACTOR: ENE Systems, Inc.

  
\_\_\_\_\_  
Print Name: R. Lindsay Drisko

\_\_\_\_\_  
Title: President

\_\_\_\_\_  
FEIN: 04-2956130

\_\_\_\_\_  
Date: 4/28/2014

Approved as to Funds Available: **65482 52404**

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

## CONTRACT EXHIBIT A

### CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** ENE Systems, Inc.
2. **State of Incorporation:** MA
3. **Principal Office Address:** 480 Neponset Street, Suite 11D  
Canton, MA 02021
4. **Description of Services (copied from IFB):** **This Contract covers Oil Burner Services.**

The Contractor shall furnish all labor, tools, equipment, materials permits and supervision necessary for the complete and satisfactory performance of maintenance, both preventative and repair, services on an on-call basis. All work shall be performed in accordance with Massachusetts General Laws (MGL), Chapter 142 (latest revision) and any other applicable codes and/or standards of practice.

The bid shall be for an hourly fixed rate for call out hours between 7:30 a.m. and 4:00 p.m., Monday thru Friday; and a fixed rate for call out hours from 4:00 p.m. to midnight and midnight to 7:30 a.m.; and a fixed rate for Saturdays, Sundays and Legal Holidays.

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Massachusetts license numbers and proof of Master Licenses (copies) are required with bid response. **HVAC and Geothermal bidders must also have an understanding of Direct Digital Control Systems and provide copies of any training certifications from manufacture.**

The successful bidder must agree to around the clock coverage and shall provide the Nantucket Memorial Airport with a telephone number, cell phone number, and/or a pager number where the Contractor can be reached in an emergency. Response time must be prompt and within a reasonable time. There will be no compensation for mileage or travel time. Billable hours shall commence upon arrival at the job site. Minimum rate shall be the same for all call back periods and must be noted as part of your bid. It is expected that the service vehicle used for all service trips will be well stocked with standard replacement parts and a complete set of standard tools and equipment so as to eliminate unnecessary time away from the job site.

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It is the condition of the contract that the Contractor shall respond to an emergency request within two (2) hours and commence work within twenty-four (24) hours after receiving notification of emergency.ch

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All material and equipment provided under the awarded contract shall be listed and labeled for the purpose intended. All work provided under the awarded contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be deemed unacceptable and will not be paid.

### **3. GENERAL**

The Contractor must check in and out with the Airport's Building Maintenance Technician, or his/her designee, for work to be performed to determine the exact scope of the task required and open a request which specifies the work and labor force required. Contracts established with other Town departments or entities will designate their contact person. If the work is of a nature to require a permit, then the permit number shall be included on the request. After the work is completed, the Contractor shall list the hours worked on site, the worker's name, trade skill level and materials used. If a permit is required, the request must have the inspector's signature. The invoice must show the labor hours and costs, the contractor cost and mark-up of all materials used, and any other miscellaneous charges.

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c) Contractor is responsible for verification of all equipment types and quantities.

d) Neither the Contractor nor the Contractor's employees are to have family, friends or associates unrelated to this contract with them for extended periods of time while working in any of the facilities.

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**

John "JD" Dugan

6. **Term of Agreement (§3.1):** Three Years

7. **Completion Date (§3.2):** April 30, 2019

8. **Additional Insurance Coverage (§6.2(e)):**



## CONTRACT EXHIBIT B

### PAYMENTS

#### 1. Lump Sum Method

- a. **Maximum Project Amount:** Not to exceed \$115,900 over three years billed at the following hourly rates:

#### YEAR ONE

##### 1. Monday – Friday, 7:30 am – 4:00 pm

Master License \$ 232.00 / per hour x 100 hours = (A) \$ 23,200.00

Journeyman (stated rate) \$ 232.00 / per hour

Apprentice (stated rate) \$ 180.00 / per hour

##### 2. Monday – Friday, 4:01 pm – 7:29 am

Master License \$ 287.00 / per hour x 25 hours = (B) \$ 7,175.00

Journeyman (stated rate) \$ 287.00 / per hour

Apprentice (stated rate) \$ 221.00 / per hour

##### 3. Saturday, Sunday & Legal Holidays

Master License \$ 287.00 / per hour x 25 hours = (C) \$ 7,175.00

Journeyman (stated rate) \$ 287.00 / per hour

Apprentice (stated rate) \$ 221.00 / per hour

**Year One Total: \$37,550.00**

## YEAR TWO

### 1. Monday – Friday, 7:30 am – 4:00 pm

Master License \$ 238.00 / per hour x 100 hours = (A) \$ 23,800.00

Journeyman (stated rate) \$ 238.00 / per hour

Apprentice (stated rate) \$ 186.00 / per hour

### 2. Monday – Friday, 4:01 pm – 7:29 am

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Journeyman (stated rate) \$ 295.00 / per hour

Apprentice (stated rate) \$ 227.00 / per hour

**Year Two Total: \$38,550.00**

## YEAR THREE

### 1. Monday – Friday, 7:30 am – 4:00 pm

Master License \$ 246.00 / per hour x 100 hours = (A) \$ 24,600.00

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Apprentice (stated rate) \$ 190.00 / per hour

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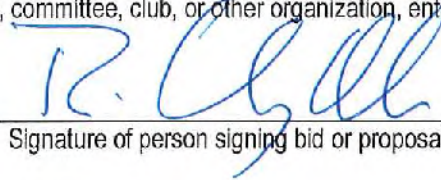
**Year Three Total: \$39,800.00**

All Materials shall be invoiced at contractor's cost plus 25%.  
PREVAILING WAGE APPLIES (Annual Updates Required)

- b. **Payment Increments:** CONTRACTOR shall submit invoice each month work is performed accompanied by Certified Payroll Reports.
- c. **Reimbursable Expenses** (if any):

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



4-8-16

Signature of person signing bid or proposal

Date

R. Lindsay Drisko

Please Print Name

ENE Systems, Inc.

Name of Business

This page must be completed and returned with Bid Response.


### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

042-956130  
Federal Employer ID Number

ENE Systems, Inc.

Name of Corporation

  
President's Signature

4-8-16

Date

R. Lindsay Drisko

Please Print Name

This page must be completed and returned with Bid Response.



**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
ENE SYSTEMS, INC**



THIS AGREEMENT made effective \_\_\_\_\_, 2016, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **ENE Systems, Inc.** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the AIRPORT, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.



- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the AIRPORT a perpetual, royalty-free exclusive license in such items. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

#### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the AIRPORT.

#### **ARTICLE 5 - TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
  - (a) the AIRPORT shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the AIRPORT as a result of the CONTRACTOR's default, if any), as determined by the AIRPORT but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (e) Such additional insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the Town of Nantucket twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town of Nantucket. The Town of Nantucket/Nantucket Memorial Airport will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

## ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT COMMISSION:

\_\_\_\_\_  
Daniel W. Drake, Chairman      Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

CONTRACTOR: ENE Systems, Inc.

R. Lindsay Drisko  
Print Name: R. Lindsay Drisko

Title: President

FEIN: 042956130

Date: 4/28/2016

Approved as to Funds Available: **65482 52404**

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

## CONTRACT EXHIBIT A

### CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** ENE Systems, Inc.
2. **State of Incorporation:** MA
3. **Principal Office Address:** 480 Neponset Street, Suite 11D  
Canton, MA 02021
4. **Description of Services (copied from IFB):** **This Contract covers geothermal services.**

The Contractor shall furnish all labor, tools, equipment, materials permits and supervision necessary for the complete and satisfactory performance of maintenance, both preventative and repair, services on an on-call basis. All work shall be performed in accordance with Massachusetts General Laws (MGL), Chapter 142 (latest revision) and any other applicable codes and/or standards of practice.

The bid shall be for an hourly fixed rate for call out hours between 7:30 a.m. and 4:00 p.m., Monday thru Friday; and a fixed rate for call out hours from 4:00 p.m. to midnight and midnight to 7:30 a.m.; and a fixed rate for Saturdays, Sundays and Legal Holidays.

The Contractor must show the above rates for a Master Licensed Technician which should include a Sheet Metal worker as a Master-Unrestricted license, a Master Oil Burner Technician's License, a valid EPA Certificate, a Steam Burner's License if applicable when applicable and stated rates for a Journeyman and an Apprentice/Helper.

Massachusetts license numbers and proof of Master Licenses (copies) are required with bid response. **HVAC and Geothermal bidders must also have an understanding of Direct Digital Control Systems and provide copies of any training certifications from manufacture.**

The successful bidder must agree to around the clock coverage and shall provide the Nantucket Memorial Airport with a telephone number, cell phone number, and/or a pager number where the Contractor can be reached in an emergency. Response time must be prompt and within a reasonable time. There will be no compensation for mileage or travel time. Billable hours shall commence upon arrival at the job site. Minimum rate shall be the same for all call back periods and must be noted as part of your bid. It is expected that the service vehicle used for all service trips will be well stocked with standard replacement parts and a complete set of standard tools and equipment so as to eliminate unnecessary time away from the job site.

The Airport reserves the right to extend the contract for use by other Town departments or agencies of the Town only by mutual agreement of the contractor. A separate contract with each entity would be required.



The contractor shall be required to be available, at no cost to the Airport during the working day, at times mutually convenient to himself and representative of the Airport for consultation regarding potential work, to visit work locations and to prepare estimates. If the Contractor finds upon examination of the assigned job, that the work will be more extensive than originally ordered, he should contact the Airport representative within 24 hours for authorization to proceed with the additional work.

When requested, a written estimate shall be provided prior to the commencement of work. Projects estimated to cost greater than \$10,000 must be bid separately.

Any and all work performed throughout the duration of the contract must be guaranteed by the Contractor to be completed in a workmanship-like manner and according to applicable codes and industry-accepted standards. Unless otherwise stated in specifications for a particular job, the Contractor will supply all labor, equipment, materials, parts and supplies necessary to complete a service. The Airport reserves the right to provide materials for a job at their option. The Contractor will be responsible for securing any and all necessary permits required prior to commencing work on any job. Emergency needs require 24 hour, 7 day a week availability of a service. **Please note on page 4 of the Bid Sheet if you are unable to abide by this. (Nothing was noted on Bid Sheet)**

It is the condition of the contract that the Contractor shall respond to an emergency request within two (2) hours and commence work within twenty-four (24) hours after receiving notification of emergency.ch

NON-EMERGENCY REPAIRS must start within two (2) weeks of receipt of a work order initiated by the Airport.

This service must be provided on a 24 hour per day / 7 days a week basis. If the Contractor fails to respond in the required time period, this may be grounds for cancellation of the contract.

Services solicited through this Invitation for Bid are subject to Massachusetts Prevailing Wage Laws. Applicable Prevailing Wage Rates are issued with this Invitation to Bid. These will become a part of any contract resulting from this Invitation to Bid. **Wage rates are required to be updated annually and will be forwarded upon doing so** It is the responsibility of the Contractor to adhere to the Prevailing Wage Laws and all requirements. With each invoice, the Contractor must submit a Weekly Payroll Report Form, which is included with this Invitation to Bid, for each week work performed under this contract.

It is intended that the Contractor shall accomplish the majority of the work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained by the Airport Manager or his designee. Standard work hours shall be Monday-Friday 7:30 a.m. to 4:00 p.m. All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representative of the Airport and must meet all state and town building codes.

The hourly rates reflect the amount a contractor will charge per hour only – not per hour per person. Only one tradesman shall be assigned to work on the job. Prior permission must be received before the Contractor can assign more than one worker per job, including apprentices/helpers. The Airport reserves the right to question whether additional personnel are warranted on a particular job based upon each job quote/proposal and performance status. Special attention will be given to allow for assistance when needed, or an unexpected parts acquisition is needed during a job to contain costs. However, the Contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment and supplies to perform the project with minor off-site time and travel.

The Contractor shall only use trained and licensed personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor shall not subcontract or sublet any portion of the work.

The Airport reserves the right to inspect any and all work performed and in progress under these contracts. Any omission or failure on the part of the Airport's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace it without extra charge.

All material and equipment provided under the awarded contract shall be listed and labeled for the purpose intended. All work provided under the awarded contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be deemed unacceptable and will not be paid.

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The Contractor must check in and out with the Airport's Building Maintenance Technician, or his/her designee, for work to be performed to determine the exact scope of the task required and open a request which specifies the work and labor force required. Contracts established with other Town departments or entities will designate their contact person. If the work is of a nature to require a permit, then the permit number shall be included on the request. After the work is completed, the Contractor shall list the hours worked on site, the worker's name, trade skill level and materials used. If a permit is required, the request must have the inspector's signature. The invoice must show the labor hours and costs, the contractor cost and mark-up of all materials used, and any other miscellaneous charges.

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c) Contractor is responsible for verification of all equipment types and quantities.

d) Neither the Contractor nor the Contractor's employees are to have family, friends or associates unrelated to this contract with them for extended periods of time while working in any of the facilities.

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**

John "JD" Dugan

6. **Term of Agreement (§3.1):** Three Years

7. **Completion Date (§3.2):** April 30, 2019

8. **Additional Insurance Coverage (§6.2(e)):**

## CONTRACT EXHIBIT B

### PAYMENTS

#### 1. Lump Sum Method

- a. **Maximum Project Amount:** Not to exceed \$115,900 over three years billed at the following hourly rates:

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**Year One Total: \$37,550.00**

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Year Three Total: \$39,800.00

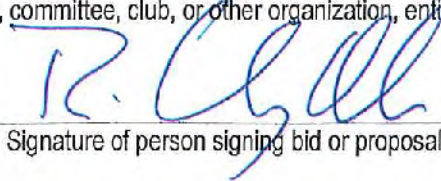
All Materials shall be invoiced at contractor's cost plus 25%.  
PREVAILING WAGE APPLIES (Annual Updates Required)

- b. **Payment Increments:** CONTRACTOR shall submit invoice each month work is performed accompanied by Certified Payroll Reports.
- c. **Reimbursable Expenses** (if any):



### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

  
Signature of person signing bid or proposal

4-8-16

Date

R. Lindsay Drisko

Please Print Name

ENE Systems, Inc.

Name of Business

This page must be completed and returned with Bid Response.

### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

042-956130  
Federal Employer ID Number

ENE Systems, Inc.  
Name of Corporation  
R. Lindsay Drisko  
President's Signature  
4-8-16  
Date

R. Lindsay Drisko  
Please Print Name

This page must be completed and returned with Bid Response.

# ACK Noise Abatement Updates

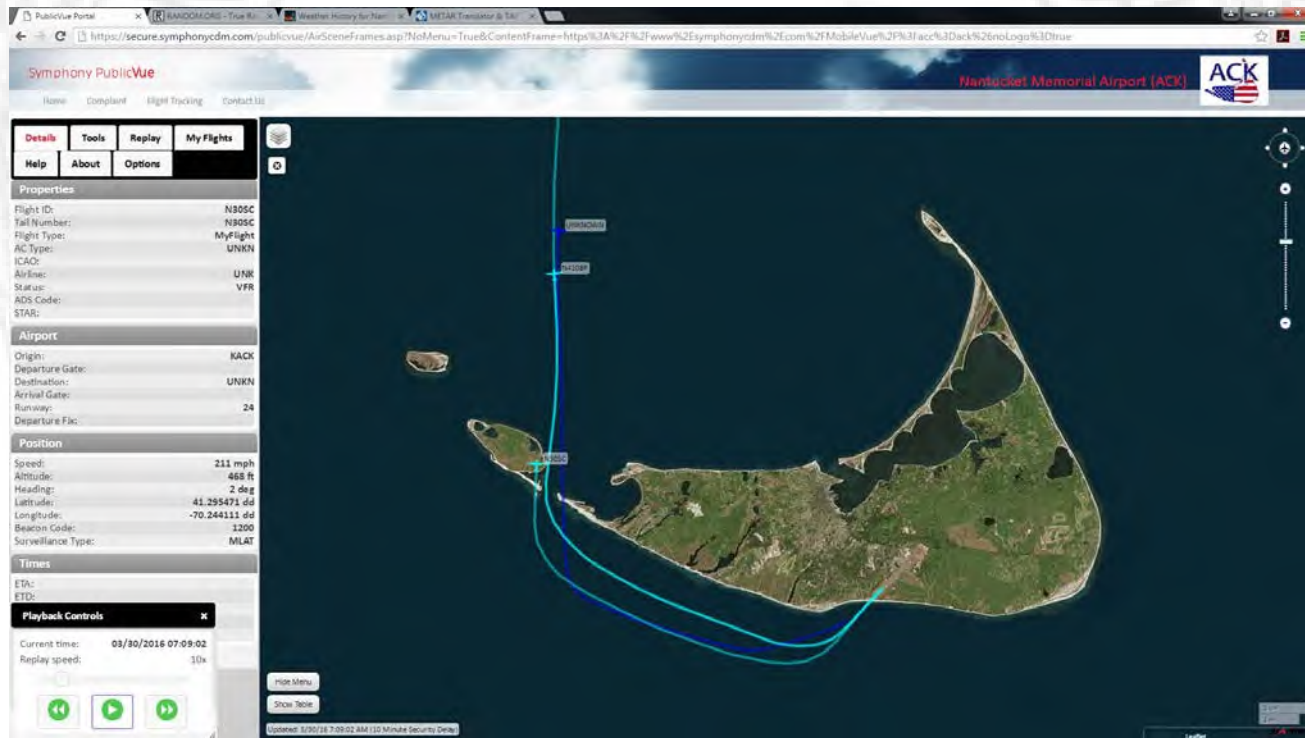
## Agenda:

- Landing Fee Incentive Program
- Noise Complaint Summary
- Conclusions
- Pre-season Promotion



# Landing Fee Incentive Program

Participating airlines receive 15% landing fee reduction for 85% compliance



Nantucket Memorial Airport **Pre-Season Noise 5/10/16**



# Landing Fee Incentive Program

CY	Month	AMA				Cape Air				Island Air			
		VFR ops	Compliant ops	Compliance %	Rebate	VFR ops	Compliant ops	Compliance %	Rebate	VFR ops	Compliant ops	Compliance %	Rebate
2015	May	4	4	100%	\$ (265.28)	14	14	100%	\$ (1,735.43)	17	10	59%	\$(1,485.23)
2015	June	32	32	100%	\$ (297.68)	54	46	85%	\$ (1,988.55)	63	54	86%	\$(1,515.75)
2015	July	25	25	100%	\$ (317.93)	84	78	93%	\$ (3,457.48)	65	55	85%	\$(1,635.45)
2015	August	20	20	100%	\$ (257.18)	86	84	98%	\$ (3,424.28)	66	59	89%	\$(1,569.45)
2015	September	14	13	93%	\$ (269.33)	118	109	92%	\$ (2,907.90)	69	59	86%	\$(1,420.28)
2015	October	18	17	94%	\$ (328.05)	70	62	89%	\$ (1,923.75)	61	52	85%	\$(1,411.43)
2015	November	18	18	100%	\$ (295.65)	62	54	87%	\$ (1,247.40)	57	43	75%	\$ -
2015	December	16	15	94%	\$ (342.23)	55	50	91%	\$ (1,267.65)				
2016	January	18	18	100%	\$ (293.63)	62	57	92%	\$ (1,241.33)				
2016	February	11	10	91%	\$ (275.40)	57	54	95%	\$ (1,075.28)				
2016	March	26	26	100%		64	58	91%					
2016	April			#DIV/0!				#DIV/0!					
2016	May			#DIV/0!				#DIV/0!					
2016	June			#DIV/0!				#DIV/0!					
	FY16 Totals	166	162	n/a	\$ (2,379.40)	658	606	n/a	\$ (16,545.06)	318	268	n/a	\$(6,036.60)
	FY16 Avg	18	18	#DIV/0!	\$ (297.43)	73	67	#DIV/0!	\$ (2,068.13)	64	54	84%	\$(1,207.32)

Average program member compliance rate: 91%

Average VFR GA (non-program) rate: 46%

FY15 total landing fee reimbursement: \$37,844

FY16 YTD total operations audited: 2,567

FY16 YTD total flight hours audited: 193



# Landing Fee Incentive Program

## Cost (CY)

Rebates: \$37,844

Software: \$15,000

Staff time: \$13,832

**= \$66,676**

## Value (CY)

2x compliance rate

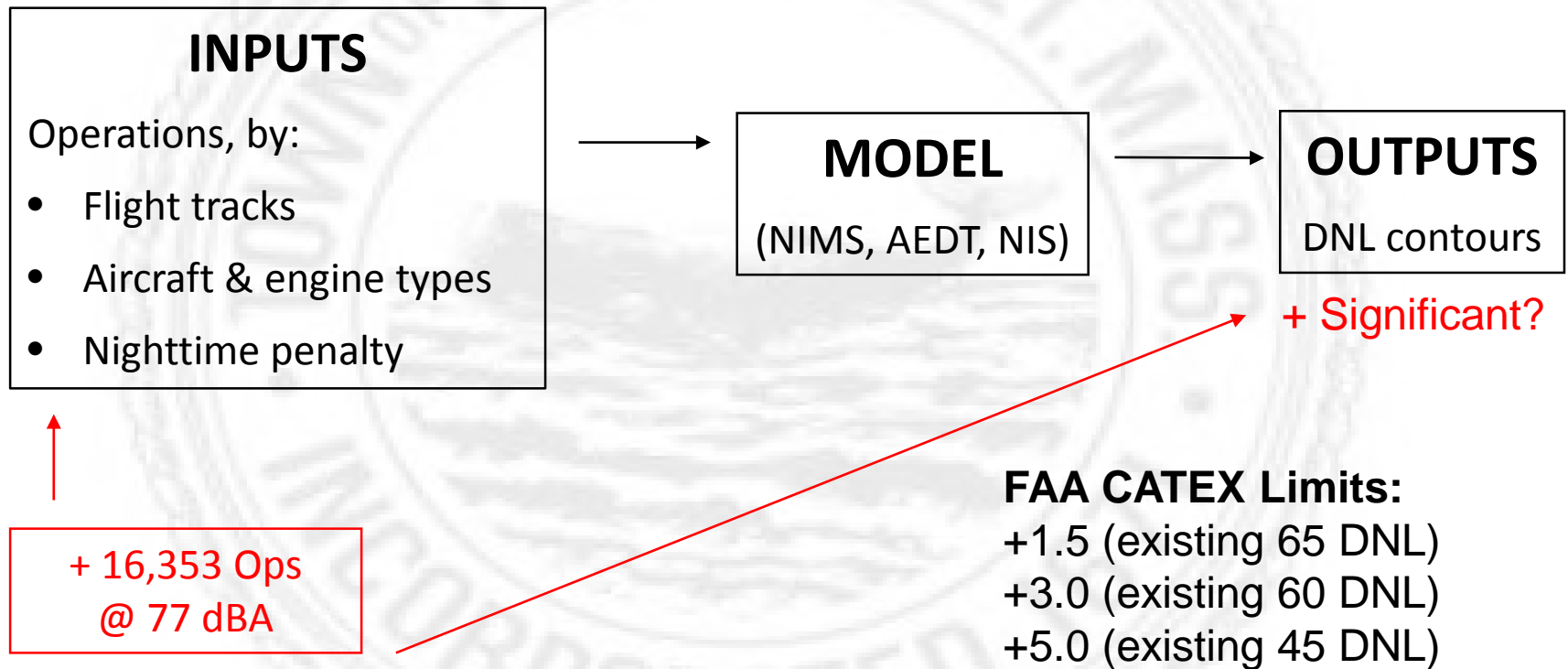
16,353 fewer ops (max)

@ -22 dB/op (max)

**= 1.5 to 3 DNL loss?**



# Landing Fee Incentive Program (DNL Review)



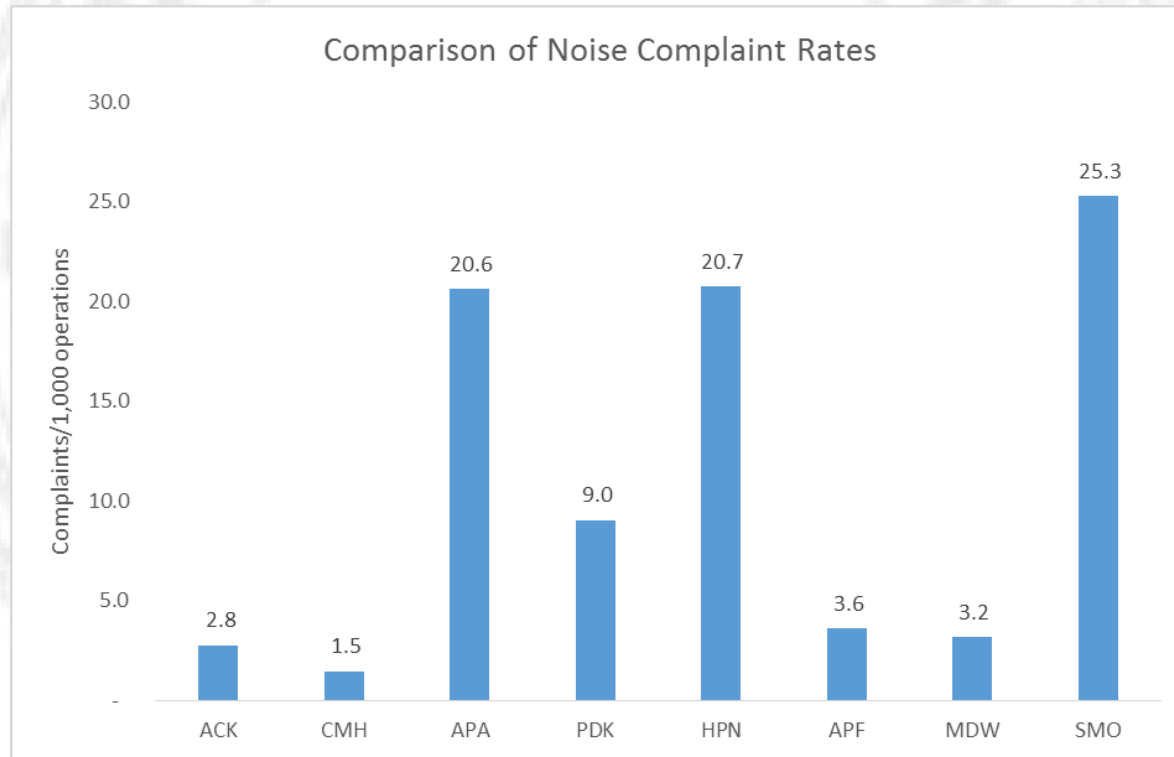
# Landing Fee Incentive Program

- Voluntary Program, not CATEX
- CATEX a useful, quality of life metric
- 1.5-3.0 DNL reduction (needs verification!)
- FAA and Sponsors pay \$\$\$ for -1.5 DNL
  - FAA is getting a deal!
  - If it keeps 65 DNL in check, who should pay?
- Unique, depends on Part 135's



# Noise Complaint Summary

## How do we compare?



Nantucket Memorial Airport **Pre-Season Noise 5/10/16**



# Noise Complaint Summary

## How do we compare?



# Noise Complaint Summary

- Complaints go up in summer (duh)
- Rate outpaces increase in operations...

	FY13			FY14			FY15			FY16		
Month	Complaints	Operations	Complaints/kOP	Complaints	Operations	Complaints/kOP	Complaints	Operations	Complaints/kOP	Complaints	Operations	Complaints/kOP
July				29	16,459	1.76	47	16,805	2.80	72	17,735	4.06
August				25	17,761	1.41	61	17,470	3.49	55	16,423	3.35
September				22	13,170	1.67	46	11,337	4.06	14	12,117	1.16
October				7	10,184	0.69	12	8,463	1.42	1	8,909	0.11
November				1	7,532	0.13	3	6,276	0.48	2	6,465	0.31
December				4	7,040	0.57	4	6,861	0.58	11	5,419	2.03
January				1	5,329	0.19	0	4,341	-	0		
February	0	5,546		0	4,821	-	2	3,883	0.52	1		
March	4	7,257	0.55	1	6,031	0.17	3	5,378	0.56	2		
April	2	8,305	0.24	0	7,870	-	3	7,209	0.42			
May	8	10,302	0.78	33	10,675	3.09	9	9,416	0.96			
June	12	11,779	1.02	44	12,767	3.45	19	11,786	1.61			



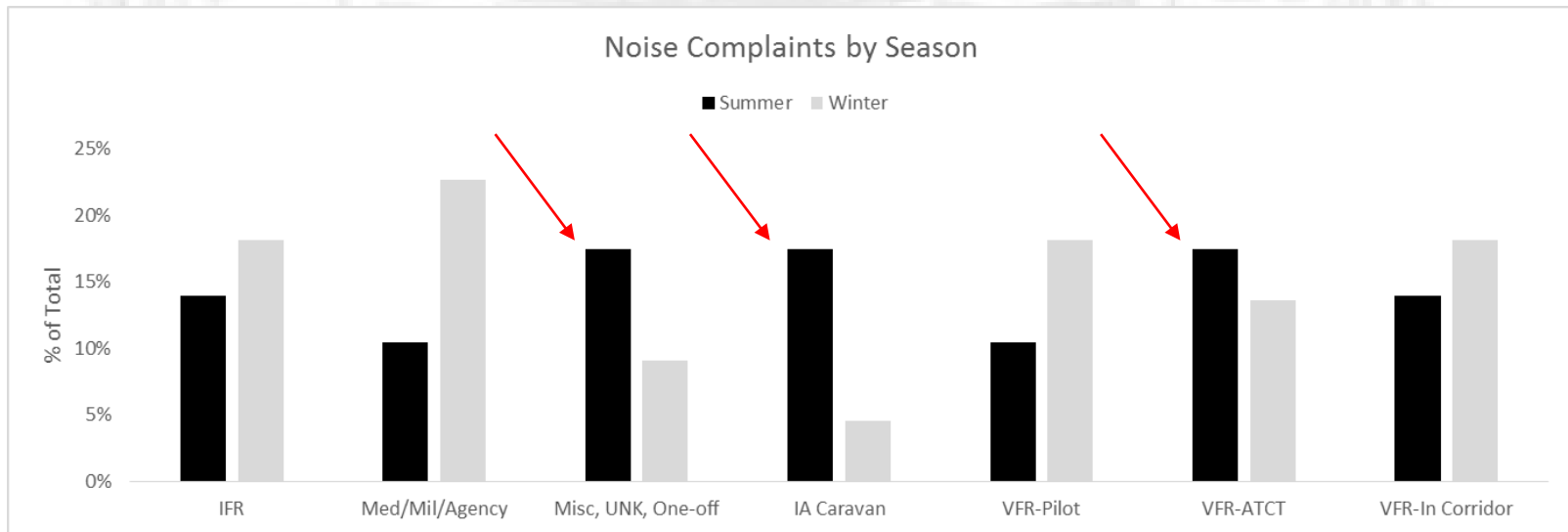
# Noise Complaint Summary

## May to Oct (since 2/2013)

- 12,975 OPS/month
- 28.7 complaints/month
- 2.0 complaints/kOP

## Nov to Apr (since 2/2013)

- 6,210 OPS/month
- 2.2 complaints/month
- 0.4 complaints/kOP





# Noise Complaint Summary

## Misc, UNK, & One-off (5.0 summer/0.2 winter):

- **Minor (collectively < 20% of category)**  
Shooting range, UFO's, no/bad info
- **Moderate ( $\approx$  35% of category)**  
Ground noise, GA Helicopter
- **Major ( $\approx$  50% of category)**  
One-off events (4<sup>th</sup> Helo, RW closures)

# Noise Complaint Summary

## **Island Air Caravan (5.0 summer/0.1 winter):**

- One resident, 1 operation type
- Resolved with 2,500' + MSL

# Noise Complaint Summary

## VFR-ATCT (5.0 summer/0.3 winter):

- VFR flight following ATCT instructions to operate counter to Noise Abatement corridors
- 2 most common instructions:
  - RW24 departures w/ a right turn (Surfside, Mid Island)
  - RW33 arrivals over VOR (Wigwam, T. Nevers)



# Conclusions

## Landing Fee Incentive Program

- Has costs and value
- Has a ceiling (too much success?)

## Noise Complaints

- We have an understanding populace
- Demonstrate responsibility/Manage expectations



# Pre-Season Checklist

- Letter (40 operators, 80%+ operations)
- Tenant Meetings
- Ongoing data analysis
- FBO catering handout
- FBO signage
- + APU signs, SW ramp
- Ops Dept. APU notifications and log
- ATCT meeting
- Twitter Campaign



## Janine Torres

---

**From:** Arthur Gasbarro <arthurg3@comcast.net>  
**Sent:** Saturday, April 30, 2016 12:51 PM  
**To:** Tom Rafter  
**Cc:** 'Dan Drake'; Janine Torres; Noah Karberg  
**Subject:** Solar

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Tom,

I think that it would be a good idea to share this information from the Selectmen packet with the Commissioners:

Memorandum to Libby Gibson, Town Manager 26 April 2016

RE: Update of Nantucket Energy Office Activities: Third Quarter of FY2016 Page 8

### **Renewable Energy Initiatives**

#### 1. Municipal Solar-PV Development

The last several weeks have been both significant, yet regressive for the Town's continuing efforts to develop solar PV on Town land. While all of the Town's solar related articles passed at the 2016 annual Town meeting and Massachusetts solar legislation has both extended the SREC II incentive program and raised net-metering caps by 3% (although devaluing the net metering credits for non-municipal projects--including Community Solar--by 40%), the news with the most consequence regards the sudden downfall of Sunedison, with whom the Energy Office and Airport staff had been working with on a solar airport proposal for over six months.

On April 21, 2016 Sunedison, the nation's largest solar developer, officially filed Chapter 11 bankruptcy after a "buying binge" of poor investments and underbidding and over-valuing projects (see article in appendix). As there is no indication of whether PowerOptions will sponsor another solar procurement on behalf of their non-profit and municipal members, the Town and Airport commission must decide whether to dedicate time and resources into preparing an RFQ to select another solar vendor in order to continue the project forward. The



biggest hurdle to developing solar at the airport site (and nearly all other municipal land parcels) remains the Massachusetts Endangered Species Act mitigation requirements, which for the airport project would result in an estimated \$470,000 expense (assuming 2:1 ratio for 10 acres). With the airport project essentially now at square one, the Energy Office is re-evaluating all potential options for solar development now that ITC tax credit, net metering capacity, and SREC II have all been extended.

In the meantime, the Energy Office has engaged the National Grid solar development team in preliminary discussions about coordinating efforts to develop solar on Nantucket, one option for which might include having the Airport lease a site to National Grid to develop and manage their own solar facility, in accordance with the terms of a site lease. The next step is for the National Grid solar team to visit Nantucket in June to conduct preliminary solar site assessments.

**The New York Times** | <http://nyti.ms/1pl7Uo4>

ENERGY & ENVIRONMENT

# SunEdison Files for Chapter 11 Bankruptcy Protection

By DIANE CARDWELL APRIL 21, 2016

SunEdison, which started out making chemicals and components for solar modules but grew into a giant of renewable energy, has filed for bankruptcy protection, the company said on Thursday. The filing, under Chapter 11 in the Southern District of New York, brings to an end the company's ambition to become the world's leading renewable energy development business.

Although some of its subsidiaries were included in the filing, it said, TerraForm Power and TerraForm Global, its publicly traded units known as yieldcos, were not.

"Our decision to initiate a court-supervised restructuring was a difficult but important step to address our immediate liquidity issues," Ahmad R. Chatila, the company's chief executive, said in a statement. "The court process will allow us to right-size our balance sheet and reduce our debt, providing the opportunity to support the business going forward while focusing on our core strengths."

Mr. Chatila, who had overseen a series of acquisitions that racked up \$11 billion in debt by the end of the third quarter of last year, said that the company would shed assets in an effort to become more streamlined and efficient. The company also announced that it had secured up to \$300 million in financing to pay for day-to-day operations as it goes through the restructuring.

SunEdison's troubles stemmed from its rapid growth across several areas, analysts say. It expanded its financing options with the formation of the yieldcos. It bought several companies as it moved into different kinds of energy projects, including forays into wind, energy storage and residential solar, while at the same time looking to expand its manufacturing operations in large markets like Brazil, China and India.

The company's situation became precarious last summer as investors lost confidence in the alternative energy sector and as SunEdison decided to move into the residential rooftop solar business by trying to acquire Vivint Solar, a deal that drew resistance from the start and ultimately fell apart.

At the same time, its relationship to its yieldco subsidiaries frayed. The yieldcos, public companies that exist to help raise cheaper capital by buying the power plants their parents develop, collect the electricity payments and then pay out the bulk to investors as dividends.

But as SunEdison's fortunes tumbled, investors complained that it was improperly using their cash and striking deals that were more favorable to the parent company.

After SunEdison was unable to meet its financial reporting deadlines this year — which hurt it with creditors — the situation worsened, and TerraForm Global raised the possibility of a SunEdison bankruptcy in a public filing.

Its legal troubles also mounted. SunEdison recently acknowledged that it was under investigation by the Securities and Exchange Commission and the Justice Department in several areas. And it faces lawsuits from Vivint over the failed acquisition, investors, creditors and TerraForm Global.

In the end, SunEdison was a case of its ambitions outpacing the reality.

"You take things that would make any company start to look more and more risky to investors, and you cross that with an alternative energy story — which still carries a risk label — and you get this big amplifier effect," said Erik Gordon, a clinical assistant professor at the Ross School of Business at the University of

Michigan. “One of these days, we’ll have a crop of companies with business models that aren’t fragile. Business models with piles of debt are fragile, and, boy, that’s the last thing you want when you’re going through a technology change and a market paradigm change.”

A version of this article appears in print on April 22, 2016, on page B3 of the New York edition with the headline: Chapter 11 Bankruptcy for Once-Hot SunEdison.

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Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

**Crew Quarters Plan**  
**Nantucket Memorial Airport**  
**Essential Operations, Emergency and Safety Personnel**

In an effort to provide for the safe and secure operation of the Nantucket Memorial Airport, the Airport Commission has identified the need to provide crew quarters for essential operations, emergency and safety personnel in support of the airport operation. The Commission is requesting approval of crew quarters type development for these personnel, not to exceed thirty units, and to rebuild the existing seasonal housing structure as a house for the Airport Manager. All housing units will remain the property of the airport.

**The Challenge**

Nantucket is an island located 30 miles out to sea south of Cape Cod. Because of the limited inventory of housing units on the island, the airport has found it very challenging to hire and retain competent qualified staff essential to the operation of the facility. As a FAA Certificated Part 139 airport, the airport is required to meet various safety and security requirements, including provision of Aircraft Rescue and Firefighting Services. The airport enplanes approximately 175,000 commercial passengers annually, and has a very significant general aviation/corporate component operating some of the largest corporate jets manufactured. The largest commercial aircraft serving the airport on a regular basis is the 100 seat EMB-190.

Because of the limited available resources on island, many of the airport staff are cross-utilized and perform the functions of aircraft rescue and firefighting (ARFF) personnel. The entire Operations and Maintenance departments are all certified ARFF employees. In order to sufficiently staff the airport with qualified personnel to meet the various regulations, it is necessary to draw from the mainland communities. Currently there are a large number of employees, including the Airport Manager, that are facing housing challenges. Some have moved off island and commute by ferry to the island. This has

resulted in a reduction of personnel available for emergency and safety responses and is a significant cost issue.

During an aircraft accident, Mutual Aid is critical. On the mainland, Mutual Aid is normally provided by surrounding communities that can drive to the scene. Mutual Aid on the island is constrained by the physical geographical barrier of being an island. As such, the response time for any off island units or personnel is restricted to availability and schedule of the ferry boats, and at best is about three hours. Therefore, self-sufficiency is the only means to address immediate emergency response. For this reason the airport relies heavily on the Nantucket Fire Department to provide assistance to the airport personnel in the event of an aircraft accident.

The Nantucket Fire Department has a total of 24 paid firefighters, 12 of which rent apartments, and are continuously facing the challenge of retaining their living space. The Department also has 12 call firefighters (6 of which are airport employees). Currently 2 of the full time members and 1 call member of the Town Department live off- island. Of the 6 airport employees that are call firefighters for the department, three are currently facing housing challenges, meaning they are either renting on a monthly basis or their renting is tenuous at best. Currently the Fire Department has four positions open, with only one applicant being an island resident.

In April of 2015, Housing Nantucket released a study of Nantucket's workforce housing needs (Attachment A). This study was commissioned to identify the housing challenges facing island employees and employers, and to begin the process of developing a strategic plan to address the housing needs. In the Executive Summary of this study, the key findings were:

- Nantucket has an **undeniable shortage of price-appropriate housing for people who work on Nantucket throughout the year.** The lack of affordably priced housing is a barrier to a decent quality of life for workers and their families and an **obstacle to hiring qualified people for some specialized positions.**
- Nantucket has **11,650 housing units: 64 percent seasonal and 36 percent year-round.**
- The median home price on Nantucket is \$1.2M, yet the median family income is \$92,800. **Homeownership is prohibitive for 90 percent of the island's year-round households.**
- **The year-round and seasonal rental supply is conspicuously limited at all bedroom size and market levels.** The greatest year-round demand is for two-bedroom units. Nantucket needs to focus on creating reasonably priced rental housing for families if it expects to attract and keep workers over the long run.

- Roughly 55 percent of Nantucket's homeowners and 40 percent of its renters struggle to pay for the housing units they occupy. **Half of all year-round households are housing-cost burdened.**
- Most of Nantucket's un-affordably housed renters are working-age people, especially below age 34.
- **The number of owner-occupied homes has decreased** by 640 units or 5.5 percent since 2000.
- According to recent population estimates from the Census Bureau, 10,856 people in 4,200 households live on Nantucket year-round. **The Town's population has increased approximately 14 percent since 2000.**

While this study has clearly identified the issues of workforce housing on the island, the problem is exacerbated at the airport. Due to the specialized skills required for many airport positions, the resource pool on the island is very shallow. Employees that provide critical services such as firefighting and snow removal are essential to ensuring the safe and secure operation of the airport.

Recently, through the process of Annual Town Meeting, \$1,000,000 was appropriated to begin addressing the findings of the Workforce Housing Needs Assessment. Additionally approval was given to seek authority to impose a real estate transfer fee of 1/2% on real estate transaction amounts over \$2M, which is expected to generate approximately \$1.25 million per year. Although the Town of Nantucket is making strides in addressing their workforce housing needs, the airport has a more immediate and acute need.

### **The Barriers**

If these challenges were identified at an airport on the mainland, the solution is relatively simple. They can draw from surrounding communities, and the employees would simply endure a longer commute. As an island, that alternative is not an option to solve the problem.

In addition to the geographical constraints, the limited amount of land available for housing creates an unintended consequence of creating a financial barrier to finding housing. As the study indicates, "The median home price on Nantucket is \$1.2M, yet the median family income is \$92,800. Homeownership is prohibitive for 90 percent of the island's year-round households". Further, "over half of Nantucket's year-round homeowners are housing cost burdened and nearly 30 percent are **severely cost burdened**, which means their housing costs exceed 50 percent of their monthly gross income."

Recently a maintenance/ARFF employee approached the Airport Manager expressing concern about being able to continue working at the airport. He indicated that he had the necessary \$500,000 for a down payment on a house, but would then be required to dedicate he and his partner's entire salary to the remaining mortgage. He further



explained that if he relocates to the mainland, they could purchase a home with the funds they had and have little to no mortgage. Another maintenance/ARFF employee has already moved his family to the mainland and commutes, spending two nights a week on island with relatives to offset commuting costs. Having emergency ARFF personnel reside on the mainland makes them unavailable to respond in a reasonable amount of time for a call back in the case of an emergency.

While homeownership is an enormous challenge, renting is also a daunting task. Many homeowners have elected to convert their year round rental properties into strictly seasonal units, to realize greater returns on their investment. A seasonal rental, in a three month period, can generate almost four times that of a year round rental. This practice has led large employers on the island to pay exorbitant rents for their employees, driving the average price higher for the individual renter. This has also reduced the available inventory of rental properties, forcing some employers to outright purchase homes to be able to house their seasonal staff.

This third barrier, inventory, also impacts the year round employee. Many employers currently provide housing to employees. The hospital, school, Water Company, U.S. Coast Guard and Town government already own properties that house their employees. The housing study indicates that **“The existing supply is inadequate, and as numerous past studies and reports show, the supply has been inadequate for a very long time.”**

## **The Alternatives**

Four possible alternatives have been identified for consideration to address the need to provide crew quarters for essential operations, emergency and safety personnel associated with the safe and secure operation of the airport. The alternatives consist of; expand the existing Aircraft Rescue and Firefighting (ARFF) building, reconfigure the existing house used for seasonal staff (Thompson House), expanding the Snow Removal Equipment (SRE) facility and develop quarters on airport owned property located on Nobadeer Farm Road.

ARFF Building Expansion – The ARFF building is located on the South Ramp of the airport approximately midway on the apron. It is a facility that has training and office space as well as three garage bays that allow drive through capability. The building is bounded by the aircraft apron, a public road (Airport Road)) and its associate circulation aprons.

Expanding the ARFF station would be ideal from a location perspective in that it would minimize response time to emergencies. However, due to the nature of design and boundary constraints, there is limited space for expansion in this area. Additionally, the activity in and around this facility in the peak season is not conducive to living quarters. . For these reasons this alternative has been rejected.

Reconfigure Seasonal Housing (Thompson House) – The current building is a single facility/residential home with no heat or insulation that has the ability to accommodate 8-10 individuals. It is located beachfront on the far side of the airport at the end of Madequecham Valley Road, which is an unstable dirt road that is approximately 3.3 miles from a paved street. There are limited utilities in the area with septic and well providing sewer and water. This limited access would make response time to emergencies excessive. Additionally the zoning regulations would preclude crew quarter type units. For these reasons this alternative has been rejected.

Snow Removal Equipment (SRE) Building Expansion - The SRE is a metal building on slab approximately 24, 000 square feet in size and is used to store and maintain airport equipment. About half of the facility is leased to the Regional Transportation Association for storage and support of their bus fleet. The recent Master Plan has identified a deficiency in the size of the current building and a need for additional space for airport equipment. The facility is located on the other side (away from the ARFF and Terminal) of the airport in an area that is zoned Commercial Industrial, which would not be conducive to living quarters. Additionally this location would also require responding personnel to drive around the airport. For these reasons this alternative has been rejected.

Develop Nobadeer Farm Road Property – The airport owns land on Nobadeer Farm Road between Sun Island Road and Milestone Road in the northern portion of the airport. The property is adjacent to a high density housing development and recreational fields. The area is zoned for apartment buildings and residential development. Town sewer and water are available to the site. The location is served by the Regional Transit Bus service, and is in proximity of the airport ARFF station and terminal with excellent road access. The area under consideration is approximately five acres that is part of a much larger (approximately 177 acres) parcel. The site is approximately 2,500 feet from the approach of runway 24, and has been identified on the Airport Layout Plan as a location for Essential/Emergency Airport personnel Housing. Based on these facts, this alternative has been selected for development of this project.

### **Proposed Solution**

The proposed solution is to develop temporary living quarters for Essential Operations, Emergency and Safety personnel in a phased approach on the Nobadeer Farm Road site as indicated on the Airport Layout Plan. This development would be a combination of multi-occupant facilities with a few individual occupant structures. The airport has identified 18 employees that currently face housing challenges. Because of the high density design type of units being considered, it is anticipated that the first phase would consist of one crew quarters with quarters for eight –ten employees.

Due to the peak seasonal characteristics and geographical limitations of being located on an island thirty miles out to sea, providing sufficient qualified staffing to handle the safe, secure operation of the airport is a continuous challenge. By adding the lack of available housing, this challenge is exacerbated and has had a detrimental impact on the airport being able to meet its regulatory obligations.

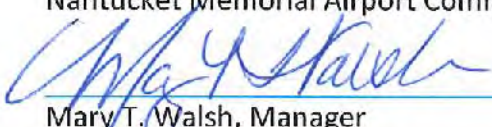
The attached figures depict the conceptual plot plan and exterior of what a typical building may look like.

Based on this information, the Nantucket Memorial Airport Commission respectfully requests the FAA approve the construction of essential, emergency and safety personnel housing on existing non aeronautical use property as identified on the most recent approved Airport Master Plan.

Sincerely,

---

Daniel Drake, Chairman  
Nantucket Memorial Airport Committee

  
Mary T. Walsh, Manager  
FAA Airports Division  
New England Region

---

Date

  
Date



Nantucket Memorial Airport

# Monthly Statistical Report

(March 2016)



# Nantucket Memorial Airport

## Operations FY2015 vs. FY2016

			CY 2015						CY 2016							
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	
FY 2016	ITINERANT	Air Carrier	280	310	162	56	0	0	1	0	0				809	
		Air Taxi	11,164	10,138	7,886	6,157	4,360	3,461	3,025	2,444	2,897				51,532	
		General Aviation	6,157	5,941	3,970	2,607	2,036	1,685	1,556	1,527	1,725				27,204	
		Military	99	29	69	45	64	257	40	65	120				788	
		TOTAL	Intinerant	17,700	16,418	12,087	8,865	6,460	5,403	4,622	4,036	4,742				80,333
	LOCAL	Civil	22	5	30	32	5	16	6	8	0				124	
		Military	13	0	0	12	0	0	0	18	0				43	
		TOTAL	Local	35	5	30	44	5	16	6	26	0				167
		TOTAL	Operations	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742				80,500
		% Change	5.53%	-5.99%	6.88%	5.27%	3.01%	-21.02%	6.61%	4.61%	-11.83%					

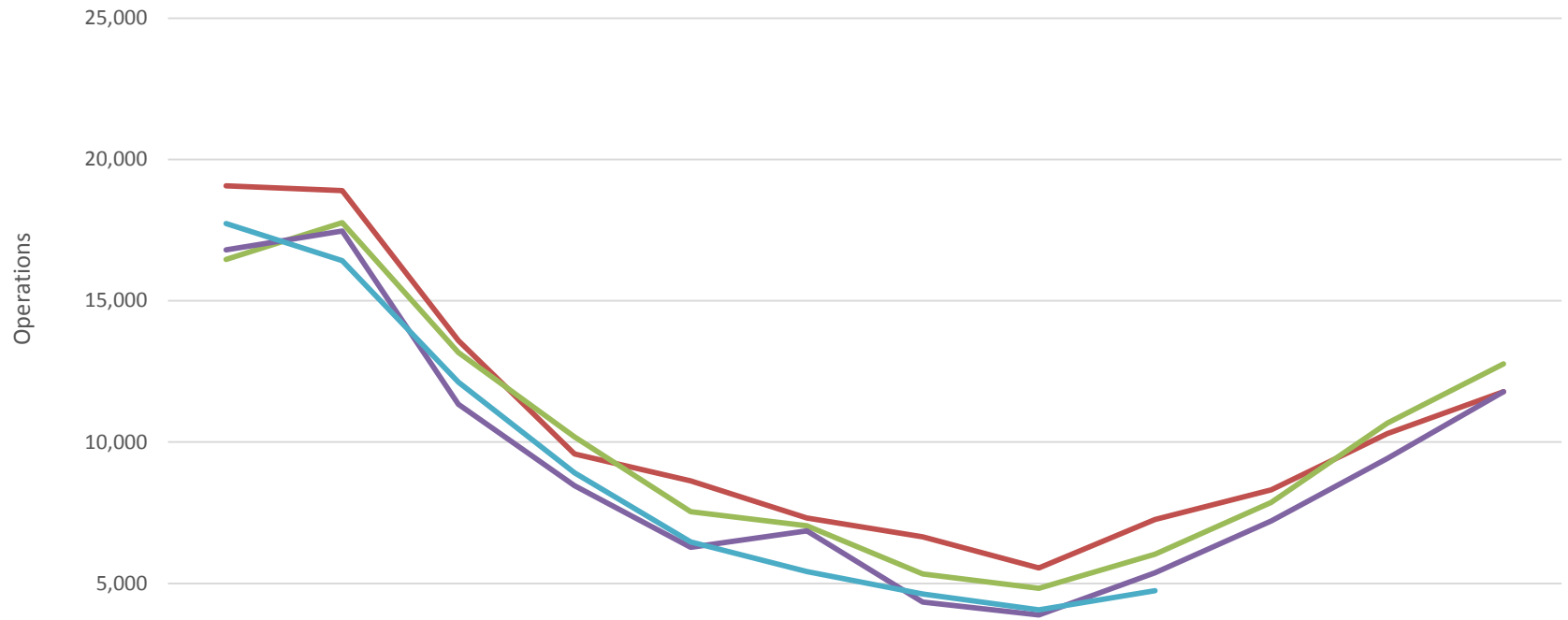
**March 2015 vs. March 2016 Down - 11.83%**  
**YTD Down – 0.39%**

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL	% Change
<b>Operations FY2012</b>	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	90,077	
<b>Operations FY2013</b>	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	96,512	7.14%
<b>Operations FY2014</b>	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	88,327	-8.48%
<b>Operations FY2015</b>	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	80,814	-8.51%
<b>Operations FY2016</b>	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	80,500	-0.39%



# Nantucket Memorial Airport

Operations FY 2013-2016



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	12,767
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	7,209	9,416	11,786
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742			



# Nantucket Memorial Airport

## Passenger Enplanements FY2015 vs. FY2016

		CY 2015						CY 2016						
FY2016	AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	Cape Air (KAP)	7,229	8,182	6,178	3,366	1,776	1,536	1,330	1,182	1,382				32,161
	United Airlines	2,093	1,686	0	0	0	0	0	0	0	0	0		3,779
	Delta Airlines	2,193	2,696	0	0	0	0	0	0	0	0	0		4,889
	Island Air (ISA)	4,972	4,803	4,269	4,272	3,252	0	0	0	0	0	0	0	21,568
	JetBlue Airways	10,030	11,536	6,175	2,062	0	0	0	0	0	0			29,803
	Nantucket Air (ACK)	1,580	1,540	1,275	1,347	868	1,054	1,423	1,093	1,465				11,645
	Tradewind Aviation	1,218	1,387	666	199	111	162	13	12	32				3,800
	US Airways	1,935	1,422	259	0	0	0	0	0	0	0	0		3,616
	Monthly Total	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879				111,261
	% Change Prior Year	-3.21%	-6.34%	-2.21%	-2.72%	-10.21%	-61.52%	-34.66%	-49.58%	-52.22%				

**March 2015 vs. March 2016 Down -52.22%**  
**YTD Down - 12.55%**

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,774	12,012	9,029	8,752	6,729	7,047	7,627	132,957	
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	132,595	-0.27%
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	131,605	-0.75%
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	6,026	127,233	-3.32%
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879	111,261	-12.55%





# Nantucket Memorial Airport

## Operations and Enplanements March FY2015 vs. FY2016

	OPERATIONS			ENPLANEMENTS		
AIRLINE	FY15 March	FY16 March	% Diff.	FY15 March	FY16 March	% Diff.
Cape Air (KAP)	289	308	7%	1,117	1,382	24%
Piedmont/United	Closed	Closed	0%	Closed	Closed	0%
Continental Connection (Comut air)	Closed	Closed	0%	Closed	Closed	0%
Delta Express (Freedom Air)	Closed	Closed	0%	Closed	Closed	0%
Delta Airlines	Closed	Closed	0%	Closed	Closed	0%
Island Air (ISA)	446	0	-100%	3287	0	-100%
JetBlue Airways	Closed	Closed	0%	Closed	Closed	0%
Nantucket Air (ACK)	344	246	-28%	1,613	1,465	-9%
Tradewind Aviation	8	21	163%	9	32	256%
USAirways (Air Wisconsin - AWI)	Closed	Closed	0%	Closed	Closed	0%
Monthly Total	1,087	575	-47%	6,026	2,879	-52%



## Nantucket Memorial Airport

### Cape Air Average Load Factors for ACK-BOS

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (BOSTON)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	872	196	4.45	9	49%	21%	723	
February	815	173	4.71	9	52%	15%	707	
March	1001	203	4.93	9	55%	16%	865	



## Nantucket Memorial Airport

### Cape Air Average Load Factors for ACK-EWB

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (EWB)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	270	60	4.50	9	50%	137%	114	
February	186	47	3.96	9	44%	69%	110	
March	247	58	4.26	9	47%	61%	153	



## Nantucket Memorial Airport

### Cape Air and ACK Air Average Load Factors for ACK-HYA

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (HYA)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	105	20	5.25	9	58%	775%	12	
February	26	11	2.36	9	26%	18%	22	
March	59	18	3.28	9	36%	638%	8	

Nantucket Memorial Airport Total Passenger Enplanements ACK AIR 9 Seats (HYA)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	1423	242	5.88	9	65%	42%	1004	
February	1182	211	5.60	9	62%	2%	1157	
March	1465	246	5.96	9	66%	-9%	1613	



# Nantucket Memorial Airport

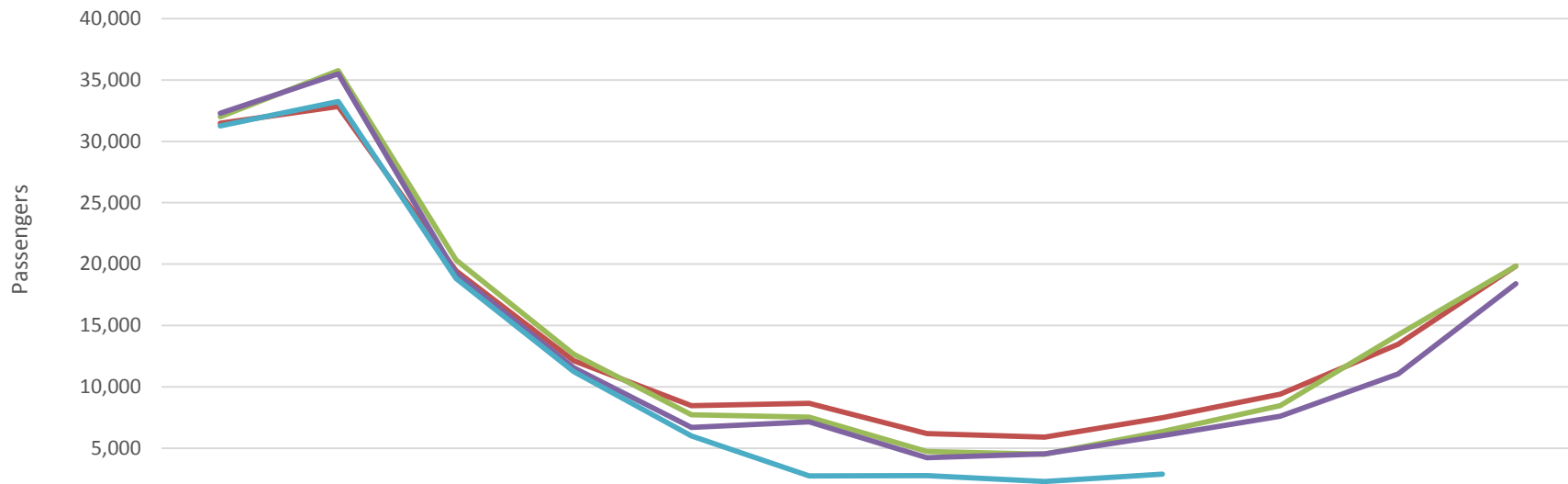
## Cape Air Average Load Factors for ACK-MVY

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (MVY)								
		2016					2015	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	83	29	2.86	9	32%	32%	63	
February	66	24	2.75	9	31%	18%	56	
March	75	29	2.59	9	29%	-18%	91	



# Nantucket Memorial Airport

Passenger Enplanements



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	9,407	13,479	19,847
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	19,841
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	6,026	7,607	11,039	18,411
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879			



# Nantucket Memorial Airport

## Jet A Gallons Sold FY2011 vs. FY2016

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY11</b>	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00	1,127,270.00
<b>FY12</b>	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00	1,217,635.00
<b>FY13</b>	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00	1,164,958.00
<b>FY14</b>	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00	1,194,978.00
<b>FY15</b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
<b>FY16</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00				993,871.00
	13.18%	-4.69%	17.92%	0.70%	-36.68%	-12.01%	52.82%	151.41%	66.67%				

**March 2015 vs. March 2016 UP 66.67%**  
**YTD Up 5.21%**

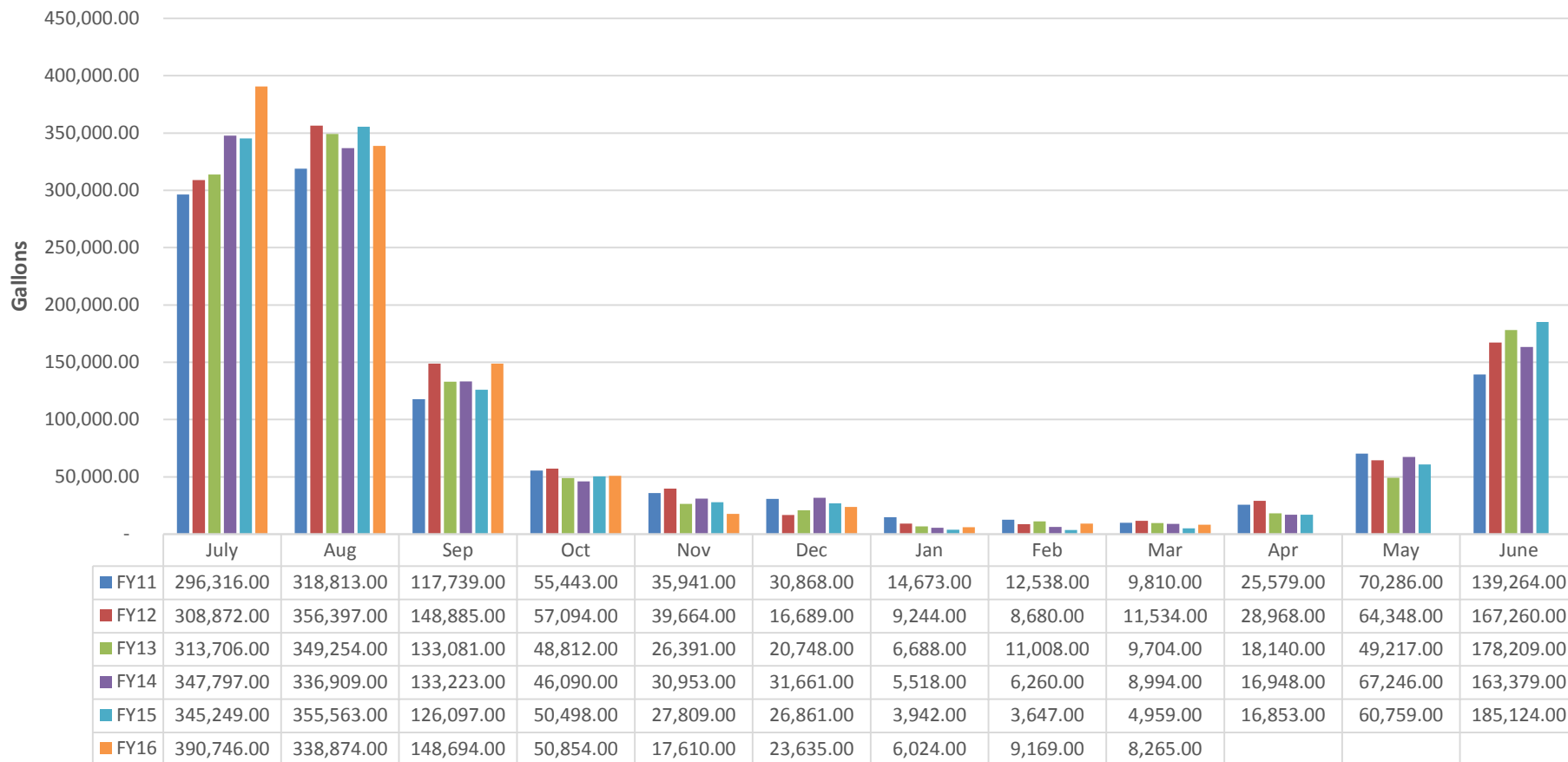
	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>YTD Total</u>	% Change
<b>2011 Jet A</b>	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	892,141.00	
<b>2012 Jet A</b>	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	957,059.00	7.28%
<b>2013 Jet A</b>	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	919,392.00	-3.94%
<b>2014 Jet A</b>	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	947,405.00	3.05%
<b>2015 Jet A</b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	944,625.00	-0.29%
<b>2016 Jet A</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	993,871.00	5.21%





# Nantucket Memorial Airport

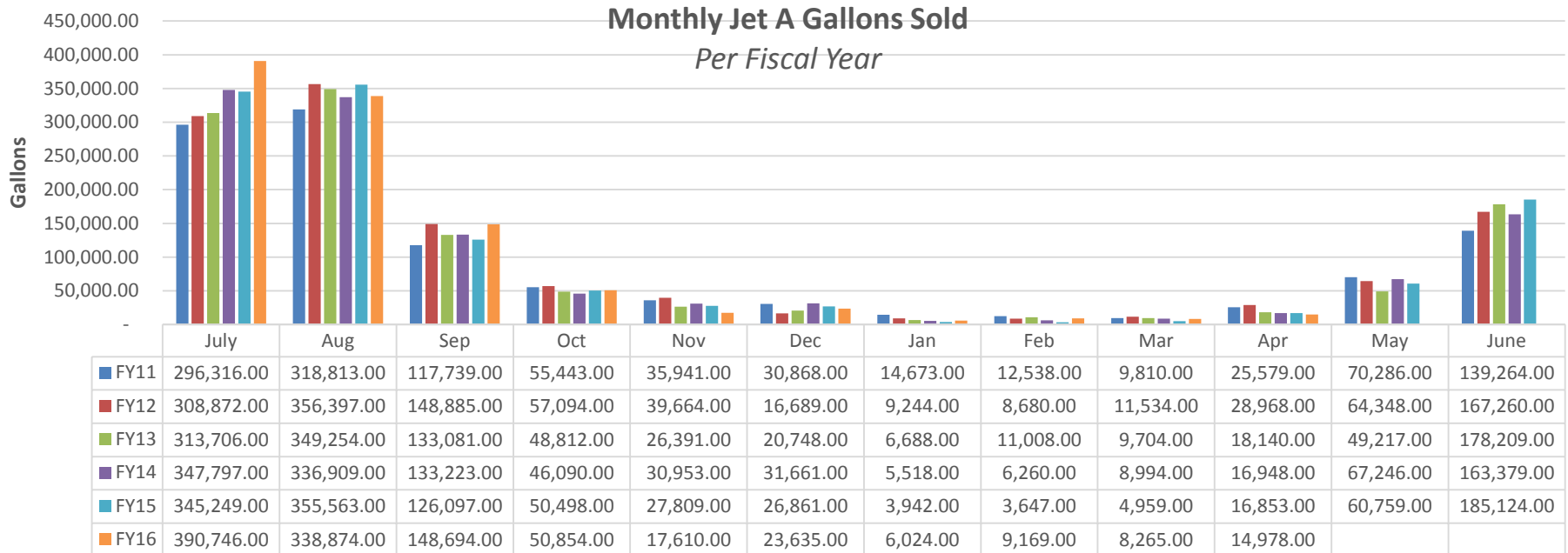
Monthly Jet A Gallons Sold  
*Per Fiscal Year*





## April vs. April Down - 11.13%

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY11</b>	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00	1,127,270.00
<b>FY12</b>	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00	1,217,635.00
<b>FY13</b>	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00	1,164,958.00
<b>FY14</b>	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	163,379.00	1,194,978.00
<b>FY15</b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
<b>FY16</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00			1,008,849.00
	13.18%	-4.69%	17.92%	0.70%	-36.68%	-12.01%	52.82%	151.41%	66.67%	-11.13%			





# Nantucket Memorial Airport

## AvGas Gallons Sold FY2011 vs. FY2016

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY 2011</b>	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10	123,048.60
<b>FY 2012</b>	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10	137,236.40
<b>FY 2013</b>	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20	116,007.10
<b>FY 2014</b>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30	115,023.40
<b>FY 2015</b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
<b>FY 2016</b>	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40				
	-3.1%	0.53%	31.2%	4.27%	14.20%	8.46%	53.48%	0.65%	40.78%				

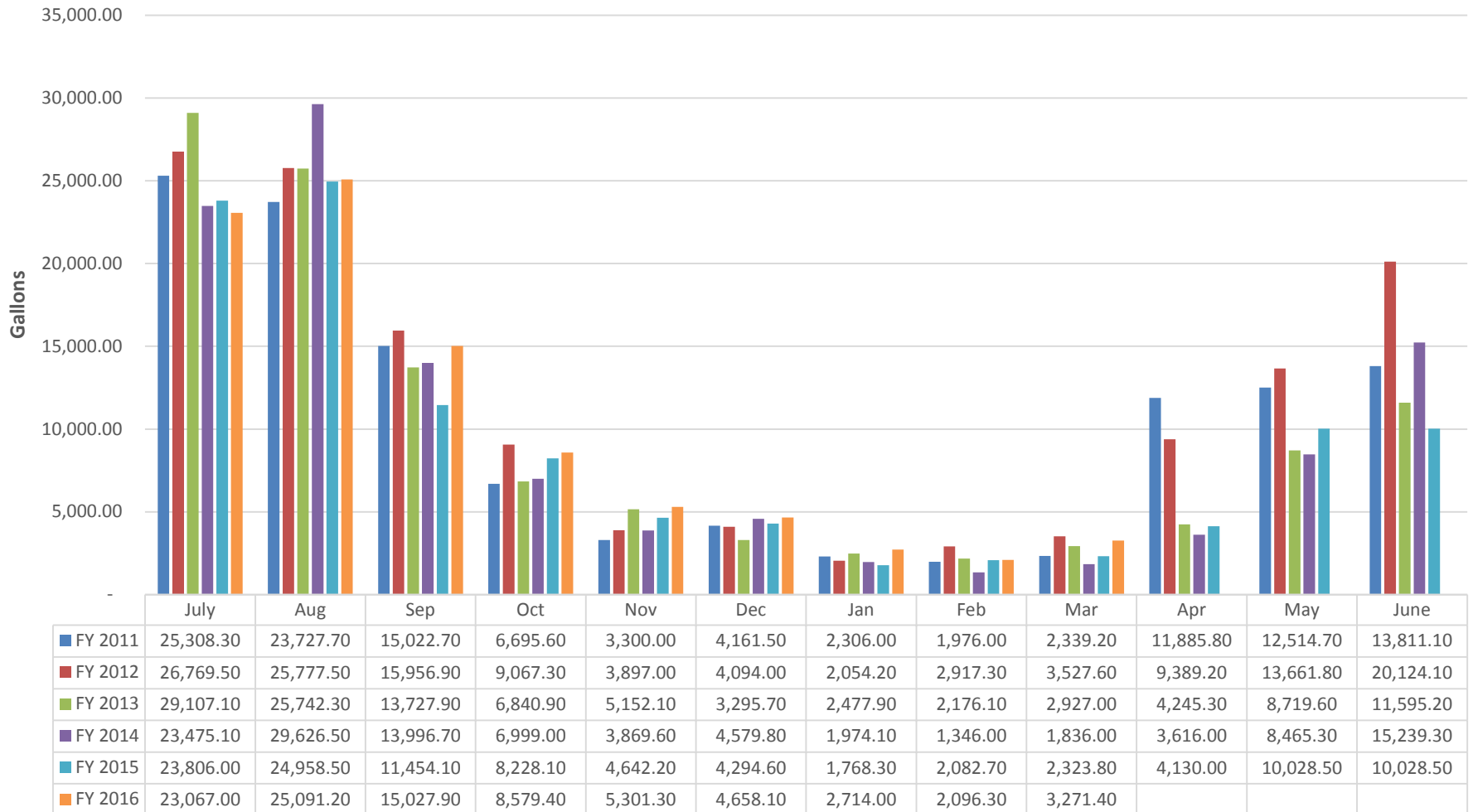
**March 2015 vs. March 2016 UP 40.78%**  
**YTD Up 7.48%**

	<u>July</u>	<u>Aug</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>YTD Total</u>	% Change
<b>2011 AvGas</b>	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	84,837.00	
<b>2012 AvGas</b>	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	94,061.30	10.87%
<b>2013 AvGas</b>	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	91,447.00	-2.78%
<b>2014 AvGas</b>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	87,702.80	-4.09%
<b>2015 AvGas</b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	83,558.30	-4.73%
<b>2015 AvGas</b>	23,067.20	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	89,806.80	7.48%



# Nantucket Memorial Airport

**Monthly 100LL Gallons Sold**  
*Per Fiscal Year*

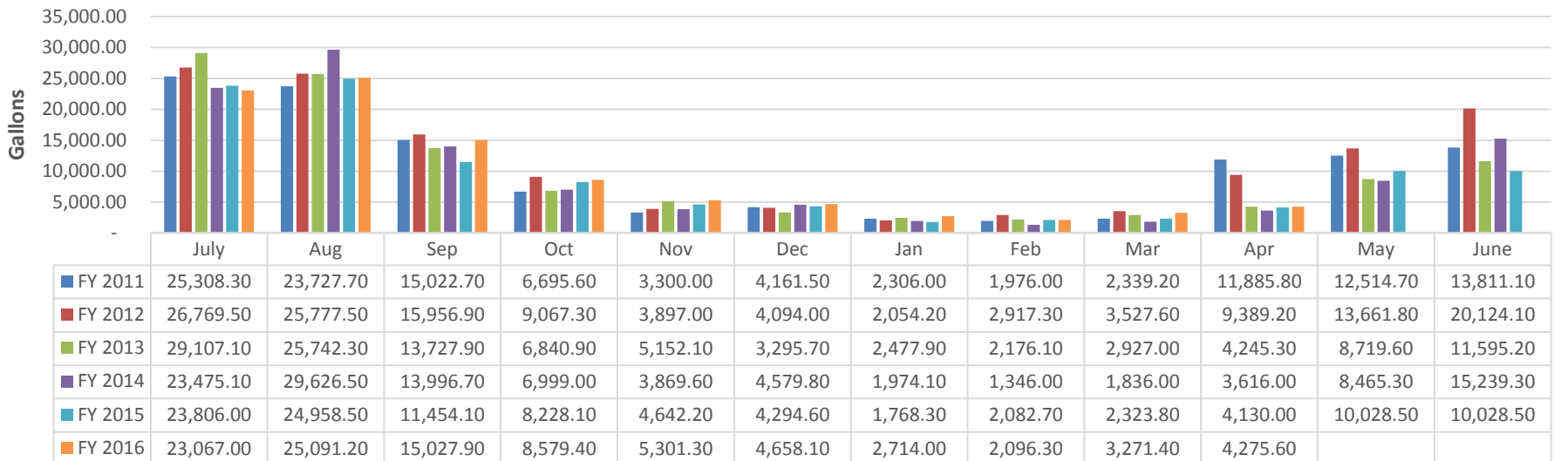




## April vs. April UP 3.53%

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY 2011</b>	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10	123,048.60
<b>FY 2012</b>	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10	137,236.40
<b>FY 2013</b>	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20	116,007.10
<b>FY 2014</b>	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	15,239.30	115,023.40
<b>FY 2015</b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
<b>FY 2016</b>	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60			94,082.20
	-3.1%	0.53%	31.2%	4.27%	14.20%	8.46%	53.48%	0.65%	40.78%	3.53%			

### Monthly 100LL Gallons Sold Per Fiscal Year





# Nantucket Memorial Airport

- FY 2016 monthly freight -

2016

AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Cape Air (KAP)							36,690	34,779	35,394			
Island Air (ISA)	closed	closed	closed	closed	closed	closed	closed	closed	closed	closed	closed	closed
Wiggins-FedEx							27,214	25,306	44,135			
Wiggins-UPS							5,623	1,953	5,939			
Monthly Total							69,527	62,038	85,468			
% Change Prior Year							-30.45%	-38.01%	-38.35%			

**March 2015 vs. March 2016 Down - 38.35%**  
**YTD Down - 12.56%**

Freight	July	Aug	Sep	Oct	NOV	DEC	JAN	FEB	MAR	Total	% Change
<b>FY 2011</b>	346,413.00	326,203.00	214,369.00	159,724.00	130,603.00	161,466.00	112,495.00	103,304.00	149,372.00	1,703,949.00	
<b>FY 2012</b>	318,119.00	240,682.00	170,392.00	152,629.00	161,493.00	161,511.00	127,359.00	117,287.00	140,523.00	1,589,995.00	-6.69%
<b>FY 2013</b>	333,381.00	347,503.00	219,192.00	173,335.00	168,204.00	177,381.00	140,018.00	121,076.00	141,791.00	1,821,881.00	14.58%
<b>FY 2014</b>	307,645.00	311,070.00	197,415.00	170,008.00	150,133.00	163,458.00	115,746.00	100,655.00	119,438.00	1,635,568.00	-10.23%
<b>FY 2015</b>	340,810.00	296,751.00	193,221.00	157,439.00	131,262.00	143,100.00	99,971.00	100,078.00	138,638.00	1,601,270.00	-2.10%
<b>FY 2016</b>	336,625.00	278,904.00	201,486.00	157,429.00	115,875.00	92,853.00	69,527.00	62,038.00	85,468.00	1,400,205.00	-12.56%



# Nantucket Memorial Airport

AIRLINE	JAN	FEB	MAR
Island Air (ISA) 2014	35,955	31,391	36,157
Island Air (ISA) 2015	36,352	34,272	39,060





# Nantucket Memorial Airport

## April 2016 Noise Complaints

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011 Calls	21	25	6	9	3	4	1	1	1	0	3	8	82	
FY 2012 Calls	23	28	13	1	2	4	6	4	1	3	16	22	123	50.00%
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25	25	189	53.66%
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33	44	133	-29.63%
FY 2015 Calls	47	61	46	12	3	4	0	2	3	3	9	19	209	57.14%
FY 2016 Calls	72	55	14	1	2	11	0	1	2	0			158	-24.40%